

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:)	Bankruptcy Case No.: 15-50792
)	
Diocese of Duluth,)	Chapter 11
)	
Debtor-in-Possession)	
)	
)	
Diocese of Duluth,)	
)	
Plaintiff,)	
)	
v.)	Adversary Proceeding No.: 16-05012
)	
LIBERTY MUTUAL GROUP, a)	
Massachusetts corporation; CATHOLIC)	
MUTUAL RELIEF SOCIETY OF)	
AMERICA, a Nebraska Corporation,)	
FIREMAN’S FUND INSURANCE)	
COMPANY, a California corporation;)	
CHURCH MUTUAL INSURANCE)	
COMPANY, a Wisconsin corporation and)	
THE CONTINENTAL INSURANCE)	
COMPANY, an Illinois corporation,)	
)	
Defendants.)	
)	

**ANSWER AND COUNTERCLAIM OF
LIBERTY MUTUAL INSURANCE COMPANY TO
THE FIRST AMENDED COMPLAINT**

Defendant Liberty Mutual Insurance Company (“Liberty Mutual”), incorrectly named as Liberty Mutual Group, answers the First Amended Complaint (“Amended Complaint”) as follows:

BACKGROUND

1. Paragraph 1 of the Amended Complaint is an introductory paragraph to which no response is required. To the extent a response is required, Liberty Mutual admits that Plaintiff is seeking declaratory relief with respect to certain alleged insurance policies and certificates that the Defendants allegedly sold or for which Defendants acquired responsibility. Further answering, Liberty Mutual does not consent to the jurisdiction of the Bankruptcy Court. Nor does Liberty Mutual consent to the Bankruptcy Court's issuance of findings of fact or conclusions of law on a final basis or its presiding over a jury trial.

2. Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. Therefore, the allegations of this paragraph are denied.

3. Liberty Mutual states that this paragraph contains legal conclusions, to which no response is required or necessary. To the extent a response is required, Liberty Mutual admits the allegations in paragraph 3 of the Amended Complaint.

4. Liberty Mutual states that this paragraph contains legal conclusions, to which no response is required or necessary. To the extent a response is required, Liberty Mutual admits the allegations in paragraph 4 of the Amended Complaint.

THE PARTIES

5. Upon information and belief, Liberty Mutual admits the allegations in paragraph 5 of the Amended Complaint.

6. Liberty Mutual admits that it is a Massachusetts corporation with its principal place of business in Massachusetts. Liberty Mutual also admits that it transacts business in Minnesota and that, as the result of a corporate transaction between Great American Insurance

Company and The Ohio Casualty Insurance Company, Liberty Mutual acquired responsibility for the following four insurance policies that were allegedly issued to the Plaintiff by

Agricultural Insurance Company and American Empire Insurance Company:

- Policy Number CLA 770553 issued by Agricultural Insurance Company, with a policy period of February 1, 1964 to February 1, 1967;
- Policy Number 3GA 26 24 22 issued by Agricultural Insurance Company, with a policy period of February 1, 1967 to February 1, 1970;
- Policy Number 3GA 29 96 59 issued by Agricultural Insurance Company, with a policy period of February 1, 1970 to February 1, 1973; and
- Policy Number 4GA 12 60 79 issued by American Empire Insurance Company, with a policy period of February 1, 1973 to February 1, 1976 (cancelled April 24, 1973)

(collectively, the “Alleged Policies”).

7. Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. Therefore, the allegations of this paragraph are denied.

8. Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. Therefore, the allegations of this paragraph are denied.

9. Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. Therefore, the allegations of this paragraph are denied.

10. Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. Therefore, the allegations of this paragraph are denied.

JURISDICTION AND VENUE

11. Upon information and belief, Liberty Mutual admits the allegations set forth in paragraph 11 of the Amended Complaint.

12. Upon information and belief, Liberty Mutual admits the allegations set forth in paragraph 12 of the Amended Complaint.

13. This paragraph states a legal conclusion, to which no response is required or necessary. To the extent a response is required, Liberty Mutual admits only that it is a resident of Massachusetts and that it transacts certain business in Minnesota. As to the other Defendants, Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. Further answering, Liberty Mutual does not consent to the jurisdiction of the Bankruptcy Court. Nor does Liberty Mutual consent to the Bankruptcy Court's issuance of findings of fact or conclusions of law on a final basis or its presiding over a jury trial.

14. This paragraph states a legal conclusion, to which no response is required or necessary. To the extent a response is required, Liberty Mutual admits that, as to Liberty Mutual, jurisdiction is proper pursuant to 28 USC § 1332. As to the other Defendants, Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. Further answering, Liberty Mutual does not consent to the jurisdiction of the Bankruptcy Court. Nor does Liberty Mutual consent to the Bankruptcy Court's issuance of findings of fact or conclusions of law on a final basis or its presiding over a jury trial.

15. This paragraph states a legal conclusion, to which no response is required or necessary. To the extent a response is required, Liberty Mutual denies the allegations of this paragraph.

16. This paragraph states a legal conclusion, to which no response is required or necessary. To the extent a response is required, Liberty Mutual admits that, as to Liberty Mutual, venue in this District is proper pursuant to 28 U.S.C. §§ 1391(b). As to the other Defendants, Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. Further answering, Liberty Mutual does not consent to the jurisdiction of the Bankruptcy Court. Nor does Liberty Mutual consent to the Bankruptcy Court's issuance of findings of fact or conclusions of law or its presiding over a jury trial. As such, Liberty Mutual has filed a Motion to Transfer this action, which is currently pending.

THE INSURANCE POLICIES AND CERTIFICATES

17. Liberty Mutual admits that, through a corporate transaction between Great American Insurance Company and The Ohio Casualty Insurance Company, Liberty Mutual acquired responsibility for the Alleged Policies. To the extent a further response is required, Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. Therefore, the remaining allegations of this paragraph are denied.

18. This paragraph states a legal conclusion, to which no response is required or necessary. To the extent a response is required, Liberty Mutual states that the information provided by Plaintiff concerning the Alleged Policies is limited, and that Plaintiff has failed to satisfy its burden of proof to demonstrate the terms and conditions of the Alleged Policies.

19. This paragraph states a legal conclusion, to which no response is required or necessary. To the extent a response is required, Liberty Mutual states that the information provided by Plaintiff concerning the Alleged Policies is limited, and that Plaintiff has failed to satisfy its burden of proof to demonstrate the terms and conditions of the Alleged Policies. Further answering, Liberty Mutual states that, to the extent paragraph 19 alleges that the Alleged Policies provide coverage for expenses incurred by Plaintiff in connection with the investigation of the Underlying Actions and Claims, in the absence of any lawsuit, Liberty Mutual denies any such allegation.

20. Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. Therefore, the allegations of this paragraph are denied.

THE UNDERLYING ACTIONS

21. Upon information and belief, Liberty Mutual admits the allegations in paragraph 21 of the Amended Complaint.

22. This paragraph contains legal conclusions, to which no response is required or necessary. To the extent a response is required, Liberty Mutual denies the allegations in this paragraph.

23. This paragraph contains legal conclusions, to which no response is required or necessary. To the extent a response is required, Liberty Mutual denies the allegations in this paragraph.

24. Liberty Mutual admits that the availability of coverage under the Alleged Policies for the Underlying Actions and Claims is determined by the policies' terms, conditions, limitations, and exclusions. Further answering, Liberty Mutual states that the information

provided by Plaintiff concerning the Alleged Policies is limited, and that Plaintiff has failed to satisfy its burden of proof to demonstrate the terms and conditions of the Alleged Policies.

25. Liberty Mutual denies the allegations in this paragraph. To the extent the allegations in paragraph 25 relate to other insurers, Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and therefore denies same.

26. Liberty Mutual denies the allegations in this paragraph. Further answering, Liberty Mutual states that, to the extent the allegations in this paragraph relate to other insurers, Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and therefore denies same.

27. Liberty Mutual denies that it has failed to fulfill its coverage obligations, if any, under the Alleged Policies. Further answering, Liberty Mutual admits that an actual and justiciable controversy exists as to the existence (or non-existence) of coverage under the Alleged Policies for the Underlying Actions and Claims. To the extent paragraph 27 is directed to insurers other than Liberty Mutual, Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and therefore denies same.

28. Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph. Therefore, the allegations of this paragraph are denied.

COUNT I

Declaratory Judgment Against All Insurers

29. Liberty Mutual repeats and re-alleges its responses to paragraphs 1 through 28, above, as if fully set forth herein.

30. This paragraph states a legal conclusion, to which no response is required or necessary. To the extent a response is required, Liberty Mutual admits that the Plaintiff is seeking a judicial determination of the rights and duties of the Plaintiff and its insurers.

31. Liberty Mutual denies the allegations in this paragraph. Further answering, Liberty Mutual states that, to the extent the allegations in this paragraph relate to other insurers, Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and therefore denies same.

32. Liberty Mutual denies the allegations in this paragraph. Further answering, Liberty Mutual states that, to the extent the allegations in this paragraph relate to other insurers, Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and therefore denies same.

33. Liberty Mutual admits that Plaintiff disputes Liberty Mutual's coverage position with respect to subparagraphs a. through e. of paragraph 33. Further answering, Liberty Mutual states that, to the extent the allegations in this paragraph relate to other insurers, Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and therefore denies same.

34. Liberty Mutual admits that an actual controversy of a justiciable nature presently exists between Plaintiff and Liberty Mutual concerning the proper construction of the Alleged Policies and the parties' respective rights and obligations under the Alleged Policies, if any, with

respect to the Underlying Actions and Claims for which Plaintiff seeks coverage. Further answering, Liberty Mutual admits that the controversy justifies the issuance of a declaratory judgment. Liberty Mutual denies the remaining allegations in paragraph 34 of the Amended Complaint. Further answering, Liberty Mutual states that, to the extent the allegations in this paragraph relate to other insurers, Liberty Mutual is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph and therefore denies same.

35. Upon information and belief, Liberty Mutual admits that the issuance of a declaratory relief will terminate some or all of the existing controversy between the parties. Further answering, Liberty Mutual does not consent to the jurisdiction of the Bankruptcy Court. Nor does Liberty Mutual consent to the Bankruptcy Court's issuance of findings of fact or conclusions of law on a final basis or its presiding over a jury trial.

PRAYER FOR RELIEF

The paragraphs following paragraph 35 constitute Plaintiff's prayer for relief and jury demand, to which no response is required or necessary. To the extent some response is required, Liberty Mutual denies that Plaintiff is entitled to the relief it is seeking.

AFFIRMATIVE DEFENSES

First Affirmative Defense

Plaintiff's Amended Complaint fails to state a claim upon which relief can be granted.

Second Affirmative Defense

Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.

Third Affirmative Defense

Plaintiff has failed to mitigate, minimize, or avoid any of the loss or damage alleged in its Amended Complaint, and any recovery against Liberty Mutual must therefore be reduced by that amount.

Fourth Affirmative Defense

Plaintiff has failed to satisfy its burden of proving the terms and conditions of the Alleged Policies.

Fifth Affirmative Defense

To the extent Plaintiff proves the terms and conditions of the Alleged Policies, coverage for the Underlying Actions and Claims is otherwise barred, in whole or in part, by the terms, conditions, limitations, and exclusions, contained in the Alleged Policies.

Sixth Affirmative Defense

To the extent there is coverage for the Underlying Claims under the Alleged Policies, Plaintiff's recovery is capped by the limits of insurance, including any applicable aggregate limits of liability and any reduction in the aggregate limits resulting from prior indemnity payments.

Seventh Affirmative Defense

Liberty Mutual reserves its rights to assert other affirmative defenses based on further investigation and discovery.

JURY DEMAND

Liberty Mutual demands a trial by jury. Liberty Mutual does not consent to the jurisdiction of the Bankruptcy Court. Nor does Liberty Mutual consent to the Bankruptcy Court's issuance of findings of fact or conclusions of law or its presiding over a jury trial.

COUNTERCLAIM FOR DECLARATORY RELIEF

For its Counterclaim against Plaintiff, Liberty Mutual Insurance Company (“Liberty Mutual”) states and alleges as follows:

PARTIES

1. Defendant and Plaintiff-in-Counterclaim Liberty Mutual Insurance Company (“Liberty Mutual”) is a Massachusetts corporation with its principal place of business in Massachusetts. As the result of a corporate transaction between Great American Insurance Company and The Ohio Casualty Insurance Company, Liberty Mutual acquired responsibility for the following four insurance policies allegedly issued to the “Diocese of Duluth and Churches Named on Certificates” by Agricultural Insurance Company and American Empire Insurance Company for policy periods spanning the time frame from February 1, 1964 to April 24, 1973:

- Policy Number CLA 770553 issued by Agricultural Insurance Company, with a policy period of February 1, 1964 to February 1, 1967, and with limits of liability in the amount of \$50,000 per person and \$100,000 per occurrence (the “1964-1967 Alleged Policy”). Attached hereto as **Exhibit A** is the policy information that Liberty Mutual has for the 1964-1967 Alleged Policy;
- Policy Number 3GA 26 24 22 issued by Agricultural Insurance Company, with a policy period of February 1, 1967 to February 1, 1970, and with limits of liability in the amount of \$50,000 per person, \$100,000 per occurrence and \$100,000 in the aggregate (the “1967-1970 Alleged Policy”). Attached hereto as **Exhibit B** is the policy information that Liberty Mutual has for the 1967-1970 Alleged Policy;
- Policy Number 3GA 29 96 59 issued by Agricultural Insurance Company, with a policy period of February 1, 1970 to February 1, 1973, and with limits of liability in the amount of \$50,000 per person, \$100,000 per occurrence and \$100,000 in the aggregate (the “1970-1973 Alleged Policy”). Attached hereto as **Exhibit C** is the policy information that Liberty Mutual has for the 1970-1973 Alleged Policy; and
- Policy Number 4GA 12 60 79 issued by American Empire Insurance Company, with a policy period of February 1, 1973 to February 1, 1976 (cancelled April 24, 1973),

and with limits of liability in the amount of \$300,000 per occurrence and \$300,000 in the aggregate (the “1973 Alleged Policy”). Attached hereto as **Exhibit D** is the policy information that Liberty Mutual has for the 1973 Alleged Policy; (collectively, the “Alleged Policies”).

2. Upon information and belief, Plaintiff and Defendant-in-Counterclaim, the Diocese of Duluth (“Diocese”), is a diocesan religious corporation with its principal place of business in Minnesota.

JURISDICTION AND VENUE

3. This is a Counterclaim for declaratory relief pursuant to Title 28 of the United States Code, § 2201 *et seq*, to determine the scope of the respective rights, duties and obligations, if any, of the Diocese and Liberty Mutual under the Alleged Policies with respect to underlying claims for which the Diocese seeks coverage.

4. Jurisdiction for this Counterclaim is proper in the federal court, pursuant to 28 U.S.C. § 1332(a)(1) and (c)(1), because the parties are citizens of different States and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

5. Venue is proper pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to this Counterclaim occurred in this district.

6. The Counterclaim is a non-core matter.

FACTUAL BACKGROUND

A. The Underlying Claims

7. On June 26, 2013, the Diocese tendered to Liberty Mutual the lawsuit captioned *Doe 5 v. Diocese of Duluth*, Court File No. 69DU-CV-13-1654, Minnesota Sixth Judicial District Court, County of Saint Louis, which included allegations of sexual abuse. By letter dated

February 4, 2014, Liberty Mutual agreed to defend the Diocese in connection with the *Doe 5* lawsuit under a full reservation of rights.

8. On January 6, 2014, the Diocese tendered to Liberty Mutual the lawsuit captioned *Doe 28 v. Diocese of Duluth*, Minnesota Sixth Judicial District Court, County of Saint Louis, which included allegations of sexual abuse. By letter dated February 4, 2014, Liberty Mutual agreed to defend the Diocese in connection with the *Doe 28* lawsuit under a full reservation of rights.

9. On February 24, 2014, the Diocese tendered to Liberty Mutual the lawsuit captioned *Doe 30 v. Diocese of Duluth*, Minnesota Second Judicial District Court, County of Ramsey, which included allegations of sexual abuse. By letter dated March 14, 2014, Liberty Mutual denied that it owed a duty to defend or indemnify the Diocese in connection with the *Doe 30* lawsuit, because the alleged sexual abuse did not occur during the policy period of any of the Alleged Policies.

10. On December 4, 2014, the Diocese tendered to Liberty Mutual a “Notice of Claim of Ben Gustafson,” which included allegations of sexual abuse. On January 7, 2015, Liberty Mutual denied that it owed a duty to defend the Diocese in connection with the “Notice of Claim of Ben Gustafson,” because Mr. Gustafson had not filed a lawsuit against the Diocese.

11. On September 9, 2015, the Diocese tendered to Liberty Mutual the lawsuit captioned *Doe 68 v. Diocese of Duluth*, Minnesota Sixth Judicial District Court, County of Saint Louis, which included allegations of sexual abuse. By letter dated October 21, 2015, Liberty Mutual agreed to defend the Diocese in connection with the *Doe 68* lawsuit under a full reservation of rights.

12. On September 9, 2015, the Diocese tendered to Liberty Mutual the lawsuit captioned *Doe 70 v. Diocese of Duluth*, Minnesota Sixth Judicial District Court, County of Saint Louis, which included allegations of sexual abuse. By letter dated October 21, 2015, Liberty Mutual agreed to defend the Diocese in connection with the *Doe 70* lawsuit under a full reservation of rights.

B. The Bankruptcy

13. On December 7, 2015, the Diocese filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*

14. Following the filing of the Diocese's voluntary petition under Chapter 11 of the United States Bankruptcy Code, 125 Sexual Abuse Proofs of Claim were filed in the bankruptcy action, *In re: Diocese of Duluth*, Case No.: 15-5079, which is pending in the United States Bankruptcy Court for the District of Minnesota.

15. The lawsuits and claims referenced in paragraphs 7 through 12 of this Counterclaim, as well as the Sexual Abuse Proofs of Claim referenced in the preceding paragraph (collectively, the "Underlying Claims"), allege that the claimants ("Underlying Claimants") were sexually abused.

16. The Diocese alleges that the Alleged Policies afford coverage for the Underlying Claims.

C. The Alleged Policies

17. The Diocese provided Liberty Mutual with limited information regarding the Alleged Policies.

18. The Alleged Policies are incomplete.

19. The Diocese bears the burden of proof to demonstrate the terms and conditions of the Alleged Policies.

The 1964-1967 Alleged Policy

20. Under the 1964-1967 Alleged Policy, the Insuring Agreement, entitled “COVERAGE B. PERSONAL INJURY LIABILITY – EXCEPT AUTOMOBILE,” provides that the insurer will pay

on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, including death at any time resulting therefrom sustained by any person and caused by an occurrence as defined herein.

21. The 1964-1967 Alleged Policy defines the term “occurrence” to mean

either an accident or a continuous or repeated exposure to conditions which result during the policy period in personal injury, including death at any time resulting therefrom, or injury to or destruction of tangible property, including the loss of use thereof, which is accidentally caused. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

22. The Declarations Page of the 1964-1967 Alleged Policy provides that the limit of liability under Coverage B is \$50,000 “each person” and \$100,000 “each occurrence.”

23. Section V. of the 1964-1967 Alleged Policy provides, in relevant part, that the policy “applies only to occurrences which take place during the policy period . . .”

24. Section II. of the 1964-1967 Alleged Policy provides, in relevant part, as follows:

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS. With respect to such insurance as is afforded by this policy, the company shall:

- (a) defend any suit against the insured alleging such personal injury, death or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient; . . .

25. The 1964-1967 Alleged Policy contains an exclusion, which provides, in relevant part, as follows:

THIS POLICY DOES NOT APPLY . . .

(k) under Coverage[] . . . B . . . to personal injury, or death or damage to property caused intentionally by or at the direction of the insured;

(the “Intentional Acts Exclusion”).

26. The Declarations Page of the 1964-1967 Alleged Policy provides that the following forms and endorsements form a part of the 1964-1967 Alleged Policy: 26619, 26525, L6354A, 24369, 26603, 32637B, J-2655A (“1964-1967 Alleged Policy Endorsements”).

27. The Diocese has not provided Liberty Mutual with a complete copy of the 1964-1967 Alleged Policy.

28. Liberty Mutual does not have a copy of the 1964-1967 Alleged Policy.

The 1967-1970 Alleged Policy

29. The Declarations Page of the 1967-1970 Alleged Policy provides, in relevant part, as follows:

The insurance afforded is only with respect to such of the following Parts designated by an “X” . . . and Coverages therein as are indicated by specific premium charge or charges. The limit of the company’s liability against each such Coverage shall be stated herein, subject to all the terms of this policy having reference thereto.

30. The Declarations Page of the 1967-1970 Alleged Policy provides that the limits of liability for Bodily Injury Liability under the Comprehensive General Liability Insurance coverage part are \$50,000 “each person,” \$100,000 “each occurrence,” and \$100,000 in the aggregate.

31. In Item 3 of the Declarations Page of the 1967-1970 Alleged Policy, an “X” appears in the box next to “Comprehensive General Liability Insurance.” No “X” appears in the box next to “Completed Operations and Products Liability Insurance.”

32. The 1967-1970 Alleged Policy contains an exclusion, which provides, in relevant part, as follows:

It is further understood and agreed that no coverage is afforded by this policy for claims due to the rendering of any professional service or omission thereof.

(“Professional Services Exclusion”).

33. The 1967-1970 Alleged Policy contains an exclusion that provides, in relevant part, as follows:

EXCLUSION
(Completed Operations Hazard and Products Hazard)

. . .
It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

34. For the 1967-1970 Alleged Policy to apply, the Diocese bears the burden of proof to demonstrate that the alleged injury was caused by an occurrence or accident.

35. For the 1967-1970 Alleged Policy to apply, the Diocese bears the burden of proof to demonstrate that the alleged injury occurred during the policy period.

36. For the 1967-1970 Alleged Policy to apply, there must be a lawsuit against the Diocese.

37. The Declarations Page of the 1967-1970 Alleged Policy provides that the following endorsements and additional coverage parts form a part of the 1967-1970 Alleged

Policy: 26620, 26628, 26626, 24369, L9141, 32637B (“1967-1970 Alleged Policy Endorsements”).

38. The Diocese has not provided Liberty Mutual with a complete copy of the 1967-1970 Alleged Policy.

39. Liberty Mutual does not have a copy of the 1967-1970 Alleged Policy.

The 1970-1973 Alleged Policy

40. The Declarations Page of the 1970-1973 Alleged Policy provides, in relevant part, as follows:

The insurance afforded is only with respect to such of the following Parts designated by an “X” . . . and Coverages therein as are indicated by specific premium charge or charges. The limit of the company’s liability against each such Coverage shall be stated herein, subject to all the terms of this policy having reference thereto.

41. The Declarations Page of the 1970-1973 Alleged Policy provides that the limits of liability for Bodily Injury Liability under the Comprehensive General Liability Insurance coverage part are \$50,000 “each person,” \$100,000 “each occurrence,” and \$100,000 in the aggregate.

42. In Item 3 of the Declarations Pages of the 1970-1973 Alleged Policy, an “X” appears in the box next to “Comprehensive General Liability Insurance.” No “X” appears in the box next to “Completed Operations and Products Liability Insurance.”

43. The 1970-1973 Alleged Policy contains an exclusion, which provides, in relevant part, as follows:

It is further understood and agreed that no coverage is afforded by this policy for claims due to the rendering of any professional service or omission thereof.

(the “Professional Services Exclusion”).

44. The 1970-1973 Alleged Policy contains an exclusion that provides, in relevant part, as follows:

EXCLUSION
(Completed Operations Hazard and Products Hazard)

. . .
It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

45. For the 1970-1973 Alleged Policy to apply, the Diocese bears the burden of proof to demonstrate that the alleged injury was caused by an occurrence or accident.

46. For the 1970-1973 Alleged Policy to apply, the Diocese bears the burden of proof to demonstrate that the alleged injury occurred during the policy period.

47. For the 1970-1973 Alleged Policy to apply, there must be a lawsuit against the Diocese.

48. The Declarations Page of the 1970-1973 Alleged Policy provides that the following endorsements and additional coverage parts form a part of the 1970-1973 Alleged Policy: 26620, 26626, 26628, GU6831, L9141 (“1970-1973 Alleged Policy Endorsements”).

49. The Diocese has not provided Liberty Mutual with a complete copy of the 1970-1973 Alleged Policy.

50. Liberty Mutual does not have a copy of the 1970-1973 Alleged Policy.

The 1973 Alleged Policy

51. The Declarations Page of the 1973 Alleged Policy provides, in relevant part, as follows:

The insurance afforded is only with respect to such of the following Parts designated by an “X” . . . and Coverages therein as are indicated by specific premium charge or charges. The limit of the company’s liability against each

such Coverage shall be stated herein, subject to all the terms of this policy having reference thereto.

52. The Declarations Page of the 1973 Alleged Policy provides that the limits of liability for Bodily Injury Liability under the Comprehensive General Liability Insurance coverage part are \$300,000 “each occurrence” and \$300,000 in the aggregate.

53. In Item 3 of the Declarations Page of the 1973 Alleged Policy, an “X” appears in the box next to “Comprehensive General Liability Insurance.” No “X” appears in the box next to “Completed Operations and Products Liability Insurance.”

54. For the 1973 Alleged Policy to apply, the Diocese bears the burden of proof to demonstrate that the alleged injury was caused by an occurrence or accident.

55. For the 1973 Alleged Policy to apply, the Diocese bears the burden of proof to demonstrate that the alleged injury occurred during the policy period.

56. For the 1973 Alleged Policy to apply, there must be a lawsuit against the Diocese.

57. The Declarations Page of the 1973 Alleged Policy provides that the following endorsements and additional coverage parts form a part of the 1973 Alleged Policy: L9259, GU9490, AL9584, L9479, 26674 (“1973 Alleged Policy Endorsements”).

58. The 1973 Alleged Policy was cancelled effective April 24, 1973. See Exhibit E, attached hereto.

59. The Diocese has not provided Liberty Mutual with a complete copy of the 1973 Alleged Policy.

60. Liberty Mutual does not have a copy of the 1973 Alleged Policy.

The Alleged XOY Policy

61. The Diocese alleges that Great American Insurance Company (“Great American”) issued policy number XOY 770553 with a policy period of 1964-1967 (“Alleged XOY Policy”) to the Diocese.

62. The Diocese has not provided Liberty Mutual with any policy documents or forms in connection with the Alleged XOY Policy.

63. Liberty Mutual received documentation from the Diocese regarding Policy No. CLA 770553, effective February 1, 1964 to February 1, 1967, issued by Agricultural Insurance Company to the “Diocese of Duluth and Churches Named on Certificates” with personal injury liability limits of \$50,000 per person and \$100,000 per occurrence.

64. A single policy was issued to the Diocese for 1964-1967 time period, policy number CLA 770553, which is the 1964-1967 Alleged Policy.

65. XOY is not a Great American policy prefix.

66. No policy exists with a policy number of XOY 770553.

COUNT I

Declaratory Relief: 1964-1967 Alleged Policy

67. Liberty Mutual re-alleges and incorporates by reference Paragraphs 1-66 of its Counterclaim as though fully set forth herein.

68. Because the Diocese has not proved the terms and conditions of the 1964-1967 Alleged Policy, including the terms and conditions of the 1964-1967 Alleged Policy Endorsements, Liberty Mutual owes no duty to defend or indemnify the Diocese against the Underlying Claims under the 1964-1967 Alleged Policy.

69. There is no coverage for the Underlying Claims under the 1964-1967 Alleged Policy because the Underlying Claimants’ alleged injuries were not caused by an “occurrence.”

70. There is no coverage for the Underlying Claims under the 1964-1967 Alleged Policy to the extent that bodily injury did not occur during the policy period.

71. Absent the filing of a lawsuit against the Diocese, Liberty Mutual owes no duty to defend or indemnify the Diocese against the Underlying Claims.

72. The Intentional Acts Exclusion in the 1964-1967 Alleged Policy bars coverage for the Underlying Claims.

73. There is no duty to defend or duty to indemnify the Diocese under the 1964-1967 Alleged Policy for the Underlying Claims.

COUNT II
Declaratory Relief: 1967-1970 Alleged Policy

74. Liberty Mutual re-alleges and incorporates by reference Paragraphs 1-73 of its Counterclaim as though fully set forth herein.

75. Because the Diocese has not proved the terms and conditions of the 1967-1970 Alleged Policy, including the terms and conditions of the 1967-1970 Alleged Policy Endorsements, Liberty Mutual owes no duty to defend or indemnify the Diocese in connection with the Underlying Claims under the 1967-1970 Alleged Policy.

76. There is no coverage for the Underlying Claims under the 1967-1970 Alleged Policy because the Underlying Claimants' alleged injuries were not caused by an occurrence or accident.

77. There is no coverage for the Underlying Claims under the 1967-1970 Alleged Policy to the extent that bodily injury did not occur during the policy period.

78. Absent the filing of a lawsuit against the Diocese, Liberty Mutual owes no duty to defend or indemnify the Diocese against the Underlying Claims.

79. The Professional Services Exclusion in the 1967-1970 Alleged Policy bars coverage for the Underlying Claims.

80. There is no duty to defend or duty to indemnify the Diocese under the 1967-1970 Alleged Policy for the Underlying Claims.

81. Even if coverage were to exist for the Underlying Claims under the 1967-1970 Alleged Policy, which Liberty Mutual denies, the Diocese's maximum recovery would be subject to the Bodily Injury Liability limits of insurance, including the aggregate limit of \$100,000 under the 1967-1970 Alleged Policy, less any impairment.

COUNT III
Declaratory Relief: 1970-1973 Alleged Policy

82. Liberty Mutual re-alleges and incorporates by reference Paragraphs 1-81 of its Counterclaim as though fully set forth herein.

83. Because the Diocese has not proved the terms and conditions of the 1970-1973 Alleged Policy, including the terms and conditions of the 1970-1973 Alleged Policy Endorsements, Liberty Mutual owes no duty to defend or indemnify the Diocese against the Underlying Claims under the 1970-1973 Alleged Policy.

84. There is no coverage for the Underlying Claims under the 1970-1973 Alleged Policy because the Underlying Claimants' alleged injuries were not caused by an occurrence or accident.

85. There is no coverage for the Underlying Claims under the 1970-1973 Alleged Policy to the extent that that the bodily injury did not occur during the policy period.

86. To be afforded a defense under the 1970-1973 Alleged Policy, a lawsuit must be filed against the Diocese.

87. The Professional Services Exclusion bars coverage for the Underlying Claims.

88. There is no duty to defend or duty to indemnify the Diocese under the 1970-1973 Alleged Policy for the Underlying Claims.

89. Even if coverage were to exist for the Underlying Claims under the 1970-1973 Alleged Policy, which Liberty Mutual denies, the Diocese's maximum recovery would be subject to the Bodily Injury Liability limits of insurance, including the aggregate limit of \$100,000 under the 1970-1973 Alleged Policy, less any impairment.

COUNT IV
Declaratory Relief: 1973 Alleged Policy

90. Liberty Mutual re-alleges and incorporates by reference Paragraphs 1-89 of its Counterclaim as though fully set forth herein.

91. Because the Diocese has not proved the terms and conditions of the 1973 Alleged Policy, including the terms and conditions of the 1973 Alleged Policy Endorsements, Liberty Mutual owes no duty to defend or indemnify the Diocese in connection with the Underlying Claims under the 1973 Alleged Policy.

92. There is no coverage for the Underlying Claims under the 1973 Alleged Policy because the Underlying Claimants' alleged injuries were not caused by an occurrence or accident.

93. There is no coverage for the Underlying Claims under the 1973 Alleged Policy to the extent that the bodily injury did not occur during the policy period.

94. To be afforded a defense under the 1973 Alleged Policy, a lawsuit must be filed against the Diocese.

95. There is no duty to defend or duty to indemnify the Diocese under the 1973 Alleged Policy for the Underlying Claims.

96. Even if coverage were to exist for the Underlying Claims under the 1973 Alleged Policy, which Liberty Mutual denies, the Diocese's maximum recovery would be subject to the Bodily Injury Liability limits of insurance, including the aggregate limit of \$300,000 under the 1973 Alleged Policy, less any impairment.

COUNT V
Declaratory Relief: Alleged XOY Policy

97. Liberty Mutual re-alleges and incorporates by reference Paragraphs 1-96 of its Counterclaim as though fully set forth herein.

98. It is the Diocese's burden to demonstrate the existence, terms and conditions of the Alleged XOY Policy.

99. The Diocese cannot demonstrate the existence, terms or conditions of the Alleged XOY Policy, because no such policy exists.

100. Because the Alleged XOY Policy does not exist, there is no coverage for the Underlying Claims under the Alleged XOY Policy.

PRAYER FOR RELIEF

WHEREFORE, Liberty Mutual seeks the following relief:

A. With respect to the 1964-1967 Alleged Policy:

- a. A declaration that Liberty Mutual owes no duty to defend or indemnify the Diocese against the Underlying Claims because the Diocese has not proved the terms and conditions of the 1964-1967 Alleged Policy, including the terms and conditions of the 1964-1967 Alleged Policy Endorsements;
- b. A declaration that there is no coverage for the Underlying Claims because the Underlying Claimants' alleged injuries were not caused by an "occurrence;"
- c. A declaration that there is no coverage for the Underlying Claims to the extent that bodily injury did not occur during the policy period;
- d. A declaration that Liberty Mutual owes no duty to defend or indemnify the Diocese against the Underlying Claims, absent the filing of a lawsuit against the Diocese;

- e. A declaration that the Intentional Acts Exclusion bars coverage for the Underlying Claims; and
- f. A declaration that Liberty Mutual owes no duty to defend or duty to indemnify the Diocese for the Underlying Claims.

B. With respect to the 1967-1970 Alleged Policy:

- a. A declaration that that Liberty Mutual owes no duty to defend or indemnify the Diocese against the Underlying Claims because the Diocese has not proved the terms and conditions of the 1967-1970 Alleged Policy, including the terms and conditions of the 1967-1970 Alleged Policy Endorsements;
- b. A declaration that there is no coverage for the Underlying Claims because the Underlying Claimants' alleged injuries were not caused by an occurrence or accident;
- c. A declaration that there is no coverage for the Underlying Claims to the extent that bodily injury did not occur during the policy period;
- d. A declaration that Liberty Mutual owes no duty to defend or indemnify the Diocese against the Underlying Claims absent the filing of a lawsuit against the Diocese;
- e. A declaration that the Professional Services Exclusion bars coverage for the Underlying Claims;
- f. A declaration that Liberty Mutual owes no duty to defend or duty to indemnify the Diocese for the Underlying Claims; and
- g. A declaration that, even if coverage were to exist for the Underlying Claims, the Diocese's maximum recovery would be subject to the Bodily Injury Liability limits of insurance, including the aggregate limit of \$100,000 under the 1967-1970 Alleged Policy, less any impairment.

C. With respect to the 1970-1973 Alleged Policy:

- a. A declaration that that Liberty Mutual owes no duty to defend or indemnify the Diocese against the Underlying Claims because the Diocese has not proved the terms and conditions of the 1970-1973 Alleged Policy, including the terms and conditions of the 1970-1973 Alleged Policy Endorsements;
- b. A declaration that there is no coverage for the Underlying Claims because the Underlying Claimants' alleged injuries were not caused by an occurrence or accident;
- c. A declaration that there is no coverage for the Underlying Claims to the extent that that the bodily injury did not occur during the policy period;

- d. A declaration that Liberty Mutual owes no duty to defend or indemnify the Diocese against the Underlying Claims absent the filing of a lawsuit against the Diocese;
 - e. A declaration that the Professional Services Exclusion bars coverage for the Underlying Claims;
 - f. A declaration that Liberty Mutual owes no duty to defend or duty to indemnify the Diocese for the Underlying Claims; and
 - g. A declaration that, even if coverage were to exist for the Underlying Claims, the Diocese's maximum recovery would be subject to the Bodily Injury Liability limits of insurance, including the aggregate limit of \$100,000 under the 1970-1973 Alleged Policy, less any impairment.
- D. With respect to the 1973 Alleged Policy:
- a. A declaration that that Liberty Mutual owes no duty to defend or indemnify the Diocese against the Underlying Claims, because the Diocese has not proved the terms and conditions of the 1973 Alleged Policy, including the terms and conditions of the 1973 Alleged Policy Endorsements;
 - b. A declaration that there is no coverage for the Underlying Claims because the Underlying Claimants' alleged injuries were not caused by an occurrence or accident;
 - c. A declaration that there is no coverage for the Underlying Claims to the extent that the bodily injury did not occur during the policy period;
 - d. A declaration that Liberty Mutual owes no duty to defend or indemnify the Diocese against the Underlying Claims, absent the filing of a lawsuit against the Diocese;
 - e. A declaration that Liberty Mutual owes no duty to defend or duty to indemnify the Diocese for the Underlying Claims; and
 - f. A declaration that, even if coverage were to exist for the Underlying Claims, the Diocese's maximum recovery would be subject to the Bodily Injury Liability limits of insurance, including the aggregate limit of \$300,000 under the 1973 Alleged Policy, less any impairment.
- E. With respect to the Alleged XOY Policy:
- a. A declaration that it is the Diocese's burden to demonstrate the existence, terms and conditions of the Alleged XOY Policy;
 - b. A declaration that the Diocese cannot demonstrate the existence, terms or conditions of the Alleged XOY Policy because no such policy exists; and

- c. A declaration that there is no coverage for the Underlying Claims under the Alleged XOY Policy, because the Alleged XOY Policy does not exist.
- F. Liberty Mutual respectfully requests that this Court enter judgment in its favor and order any such further relief as the Court deems just and appropriate.

JURY DEMAND

Liberty Mutual demands a trial by jury. Liberty Mutual does not consent to the jurisdiction of the Bankruptcy Court. Nor does Liberty Mutual consent to the Bankruptcy Court's issuance of findings of fact or conclusions of law on a final basis, or its presiding over a jury trial.

LIBERTY MUTUAL INSURANCE COMPANY

By its attorneys,

/s/ Teri Bentson (Bar # 174543)
Law Offices of Thomas P. Stilp
701 Xenia Avenue South, Suite 220
Golden Valley, Minnesota 55416
T: 763-656-4691
F: 603-334-7164
Email: Teri.Bentson@LibertyMutual.com

and

/s/ Nancy D. Adams (*pro hac admission pending*)
Mintz, Levin, Cohn, Ferris,
Glovsky and Popeo, P.C.
One Financial Center
Boston, Massachusetts 02111
T: 617-348-1865
F: 617-542-2241
Email: nadams@mintz.com

Dated: December 19, 2016

VERIFICATION

I, Teri Bentson, the attorney for the moving party named in the foregoing notice of hearing and motion, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

/s/ Teri Bentson

Executed on: December 19, 2016

65670943v.1

Exhibit A

o. CLA 770553

owal of: NEW

DECLARATIONS

1. Named Insured: DIOCESE OF DULUTH AND

CHURCHES NAMED ON CERTIFICATES

Address: No. Street Town County State

m 2. Policy Period:

From FEBRUARY 1, 1964 To FEBRUARY 1, 1967

12:01 A.M. Standard time at the address of the named insured as stated herein:

AGRICULTURAL INSURANCE COMPANY
NAME OF COMPANY



COMPREHENSIVE LIABILITY POLICY
(GENERAL - AUTOMOBILE)

Locations of all premises owned, rented or controlled by named insured

Interest of named insured in such premises

The named insured is

Business of the named insured is

Item 3. The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

ENTER "NAME" IF SAME LOCATION AS ABOVE ADDRESS
Port occupied by named insured

COVERAGES		LIMIT OF LIABILITY		ADVANCE PREMIUM
A	Personal Injury Liability—Automobile	\$ 50,000. \$100,000.	each person each occurrence	\$ SEE CERTIFICATES
B	Personal Injury Liability—Except Automobile	\$ 50,000. \$100,000. \$ NOT COVERED	each person each occurrence aggregate products	\$ SEE CERTIFICATES
C	Property Damage Liability—Automobile	\$ 5,000.	each occurrence	\$ SEE CERTIFICATES
D	Property Damage Liability—Except Automobile	\$ 5,000. \$ 25,000. \$ 25,000. \$ NOT COVERED \$ 25,000.	each occurrence aggregate operations aggregate protective aggregate products aggregate contractual	\$ SEE CERTIFICATES
Endorsements forming a part of the policy upon issuance: (Identify by Form Number)		26619, 26525, L6354A, 24369, 26603, 32637B		\$
Total Advance Premium				\$ SEE CERTIFICATES

Item 4. The declarations are completed on attached schedules.

Item 5. Unless otherwise stated herein, the schedules (a) disclose all hazards insured hereunder known to exist at the effective date of this policy; (b) contain a complete list of all automobiles and trailers owned by the named insured at the effective date of this policy and the purposes of use thereof; (c) contain a complete list of all persons within the definition of Class 1 persons, at the effective date of this policy.

Exception, if any, to (a), (b) or (c):*

Item 6. During the past three years no insurer has canceled insurance issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:*

Counter-signed at DULUTH, MINNESOTA

on JANUARY 17, 1964

Lincoln K. Kozick
Authorized Representative

THESE DECLARATIONS TOGETHER WITH FORM J- 26555A, DATED 2-63 CLA SERIES, CONSTITUTE THE ABOVE NUMBERED POLICY.

Form D-26553 1-61 CLA Series

*Absence of an entry means "No Exceptions."





Insured DIOCESE OF DULUTH
Policy No. CLA 770553
Page No. #1

Hazards are listed by key numbers. Where hazard exists, classification, rating basis, code numbers, rates, payroll and estimated advance and minimum premiums will appear. When "no exposure at inception" exists, or hazard is "not covered," such is indicated after key number. If other insurance exists as respects exposure covered, the Company, policy number, limits, expiration, location or equipment covered will appear.

Key Numbers:

(1) Owners, Landlords, and Tenants. (2) Manufacturers and Contractors. (3) Unlicensed equipment. (4) Elevators. (5) Products. (6) Independent contractors. (7) Contractors. (8) Auto. (9) Personal Liability. (10) Employee Liability.

SCHEDULE OF HAZARDS

Key No.	Exposure and Classification	Rating Basis	RATE		ADVANCE PREMIUM	
			Bod. Inj.	Prop. Dam.	Bodily Inj.	Prop. Dam.
(1)	215-19 WEST 4TH STREET, DULUTH, MINNESOTA BUILDINGS OR PREMISES - BANK OR OFFICE - N.O.C. #178	5,760	.615	.020	106.26	3.45
	MEDICAL PAYMENTS COVERAGE				20.85	
	HOWARD GNESEN ROAD CENETERIES - INCLUDING ALL BUILDINGS ON THE PROPERTY EXCEPT PRIVATE RESIDENCES. #348	70	.395	.024	82.95	10.14
	MEDICAL PAYMENTS COVERAGE				16.26	
	N $\frac{1}{2}$ OF NW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SEC. 3, TWP. 50, N., RGE. 14 & THE NE $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SEC. 3, TWP. 50, N., RGE. 14, ST. LOUIS COUNTY, MINN. VACANT LAND IN HARTLEY FIELD DULUTH. REAL ESTATE DEVELOPMENT PROPERTY. #342	52 ACRES				
	1ST 10	3.06	.75		91.80	22.50
	NEXT 15	1.53	.375		68.85	16.89
	NEXT 25	.765	.188		57.39	14.10
	NEXT 2	.405	.094		2.43	.57
	MEDICAL PAYMENTS COVERAGE				43.23	
	605-611 NO. CENTRAL AVE., DULUTH, MINNESOTA YOUTH CENTER - RATED AS: Y.M.C.A. AND Y.W.C.A. INSTITUTIONS - EXCLUDING AUTOMOBILE SCHOOLS - EXCLUDING GOODS OR PRODUCTS MANUFACTURED, SOLD, HANDLED OR DISTRIBUTED BY THE NAMED INSURED OR BY OTHERS TRADING UNDER HIS NAME AFTER RESESSION OF SUCH GOODS OR PRODUCTS HAS BEEN RELINQUISHED TO OTHERS BY THE NAMED INSURED OR BY OTHERS TRADING UNDER HIS NAME. #162	3,150	1.166	.013	110.19	30.39
	MEDICAL PAYMENTS COVERAGE				75.00	
	SWIMMING POOL. #332s	1	42.66	.668	127.98	INCL.
	MEDICAL PAYMENTS COVERAGE				21.60	
	PARKING LOT AT REAR OF YOUTH CENTER				INCL	INCL
	PRIVATE RESIDENCES - N.O.C. ADDITIONAL RESIDENCE. #770 UMD CAMPUS				16.53	1.02
	MEDICAL PAYMENTS COVERAGE				3.75	
	PARKING RAMP AT REAR OF THE CHANCERY OFFICE.				INCL	INCL
	2215 E. 2ND STREET, DULUTH, MINNESOTA BISHOP'S RESIDENCE PRIVATE RESIDENCES - WITH INCIDENTAL OFFICE, PROFESSIONAL, PRIVATE SCHOOL OR STUDIO OCCUPANCY BY AN INSURED. ADDITIONAL RESIDENCE. #773B	1	10.10	.68	30.30	2.04
	MEDICAL PAYMENTS COVERAGE				3.75	



Insured DIOCESE OF DULUTH
 Policy No. CLA 770553
 Page No. #1

Hazards are listed by key numbers. Where hazard exists, classification, rating basis, code numbers, rates, payroll and estimated advance and minimum premiums will appear. When "no exposure or inception" exists, or hazard is "not covered," such is indicated after key number. If other insurance exists as respects exposure covered, the Company, policy number, limits, expiration, location or equipment covered will appear.

Key Numbers:

(1) Owners, Landlords and Tenants, (2) Manufacturers and Contractors, (3) Unlicensed equipment, (4) Elevators, (5) Products, (6) Independent contractors, (7) Contractual, (8) Auto, (9) Personal Liability, (10) Employees Liability.

SCHEDULE OF HAZARDS		RATE		ADVANCE PREMIUM	
Key No.	Exposure and Classification	Rating Basis	Bod. Inj. Prop. Dam.	Bodily Inj. Prop. Dam.	
(1)	REAR OF 2215 E. 2ND STREET, DULUTH, MINNESOTA CARETAKER RESIDENCE AND GARAGE PRIVATE RESIDENCES - N.O.C. ADDITIONAL RESIDENCES. #770	1	5.51 .34	16.53	1.02
	MEDICAL PAYMENTS COVERAGE			3.75	
	1% SURCHARGE			8.97	1.02
	GENERAL LIABILITY TOTALS			908.37	103.14
(8)	AUTOMOBILE			ONE YEAR PREMIUMS	
	EMPLOYER'S NON-OWNERSHIP				
	CLASS 1	4	6.50 2.50	26.00	10.00
	CLASS 11	IF ANY	.221 .100		
	AUTOMOBILE LIABILITY TOTALS			26.00	10.00
	TOTAL			1047.51	

COMPREHENSIVE LIABILITY SUR



Insured DIOCESE OF DULUTH

Policy No. CLA 770553

Page No. #1

Hazards are listed by key numbers. Where hazard exists, classification, rating basis, code numbers, rates, payroll and estimated advance and minimum premiums will appear. When "no exposure at inception" exists, or hazard is "not covered," such is indicated after key number. If other insurance exists as respects exposure covered, the Company, policy number, limits, expiration, location or equipment covered will appear.

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			Bod. Inj.	Prop. Dam.	Bodily Inj.	Prop. Dam.
1)	215-19 WEST 4TH STREET, DULUTH, MINNESOTA BUILDINGS OR PREMISES - BANK OR OFFICE - N.O.C. #178	5,760	.615	.020	106.26	3.45
	MEDICAL PAYMENTS COVERAGE				20.85	
	HOWARD GNESEN ROAD CENETERIES - INCLUDING ALL BUILDINGS ON THE PROPERTY EXCEPT PRIVATE RESIDENCES. #348	70	.395	.024	82.95	10.14
	MEDICAL PAYMENTS COVERAGE				16.26	
	N $\frac{1}{2}$ OF NW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SEC. 3, TWSP. 50, N., RGE. 14 & THE NE $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SEC. 3, TWSP. 50, N., RGE. 14, ST. LOUIS COUNTY, MINN. VACANT LAND IN HARTLEY FIELD DULUTH. REAL ESTATE DEVELOPMENT PROPERTY. #342	52 ACRES				
		1ST 10	3.06	.75	91.80	22.50
		NEXT 15	1.53	.375	68.85	16.89
		NEXT 25	.765	.188	57.39	14.10
		NEXT 2	.405	.094	2.43	.57
	MEDICAL PAYMENTS COVERAGE				43.23	
	605-611 No. CENTRAL AVE., DULUTH, MINNESOTA YOUTH CENTER - RATED AS: Y.M.C.A. AND Y.W.C.A. INSTITUTIONS - EXCLUDING AUTOMOBILE SCHOOLS - EXCLUDING GOODS OR PRODUCTS					

COMPREHENSIVE LIABILITY SUR

PAGE 2



Insured DIOCESE OF DULUTH

Policy No. CLA 770553

Page No. #1

Hazards are listed by key numbers. Where hazard exists, classification, rating basis, code numbers, rates, payroll and estimated advance and minimum premiums will appear. When "no exposure at inception" exists, or hazard is "not covered," such is indicated after key number. If other insurance exists as respects exposure covered, the Company, policy number, limits, expiration, location or equipment covered will appear.

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SCHEDULE OF HAZARDS

Key No.	Exposure and Classification	Rating Basis	RATE		ADVANCE PREMIUM	
			Bod. Inj.	Prop. Dam.	Bodily Inj.	Prop. Dam.
(1)	REAR OF 2215 E. 2ND STREET, DULUTH, MINNESOTA CARETAKER RESIDENCE AND GARAGE PRIVATE RESIDENCES - N.O.C. ADDITIONAL RESIDENCES. #770	1	5.51	.34	16.53	1.02
	MEDICAL PAYMENTS COVERAGE				3.75	
	1% SURCHARGE				8.97	1.02
	GENERAL LIABILITY TOTALS				908.37	103.14
3)	AUTOMOBILE				ONE YEAR PREMIUMS	
	EMPLOYER'S NON-OWNERSHIP					
	CLASS 1	4	6.50	2.50	26.00	10.00
	CLASS 11	IF ANY	.221	.100		
	AUTOMOBILE LIABILITY TOTALS				26.00	10.00
	TOTAL				1047.51	

CLA 770553

al of: NEW

ARATIONS

Namod

Insured: DIOCESE OF DULUTH AND

CHURCHES NAMED ON CERTIFICATES

Agent

Prepaid	Audit Basis
<input checked="" type="checkbox"/>	ANNUAL
Auto. Instal.	Bill Ann. Prom. on
<input type="checkbox"/>	



AGRICULTURAL
INSURANCE COMPANY

WATERTOWN, NEW YORK

A CAPITAL STOCK COMPANY
CHARTERED 1853

COMPREHENSIVE LIABILITY POLICY
(GENERAL - AUTOMOBILE)

Short Rate Cancellation Table

For Term of One Year

Cancellation of policies issued for a term exceeding one year shall be subject to the following:
(a) When the policy has run for less than a year, the earned premium shall be computed short rate of the first year's premium.
(b) When the policy has run over one year, the earned premium shall be the first year's premium plus pro rata of the annual premium for the second year.

Days in Force	Per Cent to be Charged or Retained	Days in Force	Per Cent to be Charged or Retained
1	100	1	100
2	100	2	100
3	100	3	100
4	100	4	100
5	100	5	100
6	100	6	100
7	100	7	100
8	100	8	100
9	100	9	100
10	100	10	100
11	100	11	100
12	100	12	100
13	100	13	100
14	100	14	100
15	100	15	100
16	100	16	100
17	100	17	100
18	100	18	100
19	100	19	100
20	100	20	100
21	100	21	100
22	100	22	100
23	100	23	100
24	100	24	100
25	100	25	100
26	100	26	100
27	100	27	100
28	100	28	100
29	100	29	100
30	100	30	100
31	100	31	100
32	100	32	100
33	100	33	100
34	100	34	100
35	100	35	100
36	100	36	100
37	100	37	100
38	100	38	100
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40	100	40	100
41	100	41	100
42	100	42	100
43	100	43	100
44	100	44	100
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46	100	46	100
47	100	47	100
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51	100	51	100
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62	100	62	100
63	100	63	100
64	100	64	100
65	100	65	100
66	100	66	100
67	100	67	100
68	100	68	100
69	100	69	100
70	100	70	100
71	100	71	100
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74	100	74	100
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77	100	77	100
78	100	78	100
79	100	79	100
80	100	80	100
81	100	81	100
82	100	82	100
83	100	83	100
84	100	84	100
85	100	85	100
86	100	86	100
87	100	87	100
88	100	88	100
89	100	89	100
90	100	90	100
91	100	91	100
92	100	92	100
93	100	93	100
94	100	94	100
95	100	95	100
96	100	96	100
97	100	97	100
98	100	98	100
99	100	99	100
100	100	100	100

JRM J-26555A 2-63 CLA SERIES

AGRICULTURAL INSURANCE COMPANY

(A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY)

agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

COVERAGE A. PERSONAL INJURY LIABILITY-AUTOMOBILE. To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, including death at any time resulting therefrom, sustained by any person, caused by an occurrence as defined herein and arising out of the ownership, maintenance or use of any automobile.

COVERAGE B. PERSONAL INJURY LIABILITY-EXCEPT AUTOMOBILE. To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury, including death at any time resulting therefrom sustained by any person and caused by an occurrence as defined herein.

COVERAGE C. PROPERTY DAMAGE LIABILITY-AUTOMOBILE. To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by an occurrence as defined herein, and arising out of the ownership, maintenance or use of any automobile.

COVERAGE D. PROPERTY DAMAGE LIABILITY-EXCEPT AUTOMOBILE. To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of tangible property, including the loss of use thereof, caused by an occurrence as defined herein.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS. With respect to such insurance as is afforded by this policy, the company shall:

- defend any suit against the insured alleging such personal injury, death or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the insured in the event of automobile accident or automobile traffic law violation during the policy period, not to exceed \$100 per bail bond, but without any obligation to apply for or furnish any such bonds;
- (2) pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;
- (3) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;

COMPREHENSIVE LIABILITY POLICY
(GENERAL - AUTOMOBILE)

and not
to increase

is certified
motor vehicle
owned by this
with the pro-
arising out of
red hereunder,
no event in
the com-

upon the basis of which premium credit is given.

15. SUBROGATION. In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization; the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such right.

16. THREE YEAR POLICY. A policy period of three years is comprised of three or annual periods. Rates for hazards are subject to amendment for the second and third periods in accordance with the company's rules and rating plans. Amended rates shall be stated by endorsement issued to form a part of the policy. Computation and

(4) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

and the amounts so incurred, except settlements of claims and suits, are payable by the company in addition to the applicable limit of liability of this policy.

III. DEFINITION OF INSURED. The unqualified word "insured" includes the named insured and also includes (1) under Coverages B and D, any executive officer, director or stockholder thereof while acting within the scope of his duties as such, and any organization or proprietor with respect to real estate management for the named insured, and if the named insured is a partnership, the unqualified word "insured" also includes any partner therein but only with respect to his liability as such, and (2) under coverages A and C, any person while using an owned automobile or a hired automobile and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is by the named insured or with his permission, any executive officer of the named insured with respect to the use of a non-owned automobile in the business of the named insured.

IV. USE OF OTHER AUTOMOBILES-SPOUSE. If the named insured is described in Item 1 of the declarations as an individual and if the named insured and spouse are residents of the same

household, such insurance as is afforded by this policy under Coverages A and C applies, with respect to non-owned automobiles, to the spouse of such named insured as insured and to any other person or organization legally responsible for the use by such spouse of an automobile not owned or hired by such other person or organization.

This insuring agreement does not apply:

- (a) with respect to any automobile owned by such spouse or a member of the household of such spouse other than a private chauffeur or domestic servant of such spouse;
- (b) with respect to any automobile while used in the business or occupation of such spouse except an automobile operated or occupied by such spouse, chauffeur, or domestic servant;
- (c) with respect to any occurrence arising out of the operation of an automobile repair shop, public garage, sales agency, service station or public parking place.

V. POLICY PERIOD, TERRITORY. This policy applies only to occurrences which take place during the policy period within North America or any possession of the United States wherever located, and with respect to automobiles, also while the automobile is on a vessel between ports within said territory.

EXCLUSIONS

THIS POLICY DOES NOT APPLY:

(a) to liability assumed by the insured under any contract or agreement except under Coverages B and D, (1) a contract as defined herein or (2) as respects the insurance which is afforded for the Products Hazard as defined, a warranty of goods or products;

(b) to personal injury, death or destruction due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to (1) liability assumed by the insured under any contract or agreement or (2) expenses under Insuring Agreement II (b) (3);

(c) under Coverages B and D, to any obligation for which the insured may be held liable in an action on a contract or an agreement by a person not a party thereto;

(d) under Coverages B and D, except with respect to operations performed by independent contractors and except with respect to liability assumed by the insured under a contract as defined herein, to the ownership, maintenance, operation, use, loading or unloading of (1) watercraft if the accident occurs away from premises owned by, rented to or controlled by the named insured, except insofar as this part of this exclusion is stated in the declarations to be inapplicable, (2) automobiles if the occurrence happens away from such premises or the ways immediately adjoining, or (3) aircraft;

(e) to liability imposed upon the insured or any indemnitee, as a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages, or as an owner or lessee of premises used for such purposes, arising out of the sale, gift, or distribution of any alcoholic beverage;

(f) under Coverages A and B, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(g) under Coverages A and B, except with respect to liability assumed by the insured under a contract as defined herein, to personal injury to or death of any employee of the insured arising out of and in the course of his employment by the insured, other than a domestic employee whose injury arises out of an automobile covered by this policy and for whose injury benefits in whole or in part are not payable or required to be provided under any workmen's compensation law;

(h) under Coverage C, to injury to or destruction of property owned or transported by the insured, or property rented to or in charge of the insured other than a residence or private garage injured or destroyed by a private passenger automobile covered by this policy;

(i) under Coverage D, to injury to or destruction of (1) property owned or occupied by or rented to the insured, or (2) except with respect to liability under sidetrack agreements covered by this policy, property used by the insured, or (3) except with respect to liability under such sidetrack agreements or the use of elevators or escalators at premises owned by, rented to or controlled by the named insured, property in the care, custody or control of the insured or property

as to which the insured for any purpose is exercising physical control, or (4) any goods, products or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or work completed by or for the named insured, out of which the occurrence arises;

(j) under Coverage D, to injury to or destruction of buildings or property therein, wherever occurring, arising out of any of the following causes, if such cause occurs on or from premises owned by or rented to the named insured: (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, standpipes for fire hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems, (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators; but this exclusion does not apply to loss due to fire, to the use of elevators or escalators or to operations performed by independent contractors;

(k) under Coverages A, B, C and D, to personal injury, or death or damage to property caused intentionally by or at the direction of the insured;

(l) under division (2) of INSURING AGREEMENT III,

(1) with respect to an automobile while used with any trailer owned or hired by the insured and not covered by like insurance in the company; or with respect to a trailer while used with any automobile or hired by the insured and not covered by like insurance in the company;

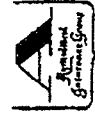
(2) to any person or organization, or to any agent or employee thereof, operating an automobile sales agency, repair shop, service station, storage garage or public parking place with respect to any occurrence arising out of the operation thereof, but this provision does not apply to a resident of the same household as the named insured, to a partnership in which such resident or the named insured is a partner, or to any partner, agent or employee of such resident or partnership;

(3) to any employee with respect to personal injury to or death of another employee of the same employer injured in the course of such employment in an occurrence arising out of the maintenance or use of an automobile in the business of such employer;

(4) with respect to any hired automobile, to the owner, or a lessee thereof other than the named insured, or to any agent or employee of such owner or lessee;

(5) with respect to any non-owned automobile, to any executive officer, if such automobile is owned by him or a member of the same household;

(m) under Coverage D, to damage caused by smoke, soot, fumes, and gases emitted from chimneys, stacks, or exhaust piping; pollution of waters, or damage to sewers, waste pipes, or drains, unless there be coincident with such damage a sudden, fortuitous, unexpected event identifiable in time and place.



ENDORSEMENT

GENERAL LIABILITY ADVANCE PREMIUM: \$337.17
FIRST AND SECOND INSTALLMENT: \$337.17
AUTOMOBILE PORTION TO BE RATED ANNUALLY.

SUBJECT IN ALL OTHER RESPECTS TO THE LIMITS OF LIABILITY, EXCLUSIONS AND OTHER CONDITIONS OF THE POLICY. THIS ENDORSEMENT SHALL TAKE EFFECT ON THE INCEPTION DATE OF THE POLICY TO WHICH IT IS ATTACHED UNLESS OTHERWISE STATED BELOW. THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED:

ISSUED TO _____ OF _____
EFFECTIVE DATE OF THIS ENDORSEMENT _____ POLICY NO. _____
COUNTERSIGNED AT _____ AGENT _____
OF THE _____
(INSERT NAME OF COMPANY)

FORM 32637B 8-63
Home Office, Watertown, New York
AGRICULTURAL INSURANCE GROUP
Western Division, St. Paul 14, Minnesota
James C. Kozak
AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. CERT.



MEDICAL PAYMENTS ENDORSEMENT
(General Liability)

The company agrees with the named insured to pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services, to or for each person who sustains bodily injury, sickness or disease, caused by accident and arising out of the ownership, maintenance or use of premises by the named insured and the ways immediately adjoining on land, or operations of the named insured, subject to the following provisions:

Elevator Defined. The word "elevator" means any hoisting or lowering device to connect floors or landings at any building owned, rented or controlled by the named insured, unless the named insured owns, rents or controls only a part of the building and does not operate, maintain or control the elevator, whether or not such device is in service, and all appliances thereof, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery. "Elevator" does not include a hoist outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property, or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.

Limits of Liability. The limit of liability stated in this endorsement as applicable to "each person" is the limit of the company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury, sickness or disease, including death resulting therefrom, in any one accident; the limit of liability stated herein as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the company's liability for all expenses incurred by or on behalf of two or more persons who sustain bodily injury, sickness or disease, including death resulting therefrom, in any one accident. The inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

Exclusions. This insurance does not apply:

1. to elevators, unless medical payments coverage with respect to elevators is stated in the Description of Hazards and premium charged therefor;
2. to bodily injury, sickness, disease or death sustained by any person practicing, instructing or participating in any physical training, sport, athletic activity or contest, unless this exclusion is specifically stated to be inapplicable;
3. to bodily injury to or sickness, disease or death of
 - a. the named insured, any partner therein, any tenant or other person regularly residing on premises owned by or rented to the named insured, or any employee of such insured, tenant or other person while engaged in the employment therewith;
 - b. any other tenant of premises owned by or rented to the named insured, or any employee of such other tenant while engaged in the employment therewith, on that part of such premises rented to such other tenant;
 - c. any person arising out of and in the course of his employment if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;
 - d. any person while engaged in maintenance, alteration, demolition or new construction operations for the named insured or for any lessee of the named insured or any lessor of premises rented to the named insured;
 - e. any person while in a private apartment or on private residence, two family dwelling or farm premises, if on such premises because of a business, other than farming, conducted thereon or if such person injured by an accident arising out of such business or is engaged in work incidental to the maintenance or use of farm premises;
4. in connection with the ownership, maintenance or use of premises or operations of the named insured rated on a remuneration premium basis or contractor's equipment rated on a receipts premium basis, to bodily injury to or sickness, disease or death of any person, arising out of operations performed for the named insured by independent contractors and omissions or supervisory acts of the named insured in connection therewith, other than (a) maintenance and repairs at premises owned by or rented to the named insured and (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
5. in connection with the ownership, maintenance or use of premises or operations of the named insured rated on any premium basis other than as specified in exclusion 4, to bodily injury to or sickness, disease or death of any person, arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations, by the named insured or his contractors or their subcontractors;
6. to any expense for services by the named insured, any employee thereof, or any person or organization under contract to the named insured to provide such services;

7. to the ownership, maintenance, operation, use, loading or unloading of (1) watercraft if the accident occurs away from the premises, or the ways immediately adjoining on land, owned by, rented to or controlled by the named insured, (2) automobiles if the accident occurs away from such premises or the ways immediately adjoining on land, or (3) aircraft;
8. to the products hazard as defined in the policy.
9. to injury, sickness, disease or death due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
10. to bodily injury to or sickness, disease or death of any person due to the sale, gift, distribution or use of any alcoholic beverage if the insured is a person or organization engaged in the business of manufacturing, selling or distributing alcoholic beverages or as an owner or lessor of premises used for such purposes.

Conditions.

1. **Policy Provisions.** None of the insuring agreements or conditions of the policy shall apply to the insurance afforded by this endorsement except "Policy Period, Territory," "Premium," the definitions of "Automobile" and the "Products Hazard," "Notice of Accident," "Changes," "Assignment," "Cancellation" and "Declarations".

2. **Medical Reports; Proof and Payment of Claim.** As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require.

The company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of the insured or, except hereunder, of the company.

3. **Action Against Company.** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, not until thirty days after the required proofs of claim have been filed with the company.

SCHEDULE

Description of Hazards

Premium

SEE SCHEDULE

THREE YEAR

188.19 CHARGED

Limits of Liability \$ 250. each person
\$ 10,000. each accident

Total Premiums \$ 188.19 CHARGED

Subject in all other respects to the limits of liability, exclusions, conditions and other terms of the policy. This endorsement shall take effect on the inception date of the policy to which it is attached unless otherwise stated below. The following spaces are to be completed only if this endorsement is not attached to the policy when issued:

Effective Date _____, 19____, Policy Number _____ End. No. _____

of the _____

Insured _____

Agent _____


AUTHORIZED REPRESENTATIVE

Attach Declarations page and any endorsements. This policy not complete unless such or tions page is attached.
(Note: Attach Declarations page that top edge is flush with top edge of this jacket and left edge is flush with fold)

CONDITIONS

PREMIUM. Premium bases and rates for hazards to which the policy applies are those applicable in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance.

The premium stated in the declarations is a provisional premium only. Upon termination of his policy or at the end of each annual period, the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the insured shall immediately pay the excess to the company; if less, the company shall return the unearned portion to the insured.

The named insured shall maintain for each hazard records of the information necessary for premium computation.

AUDIT. The company shall be permitted to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

DEFINITIONS.

1) CONTRACT. The word "contract" means a warranty of goods or products, or, if in writing, any contract or agreement of the named insured. Except where stated to the contrary, all exclusions of the policy apply to contractual liability coverage.

2) AUTOMOBILE. Except where stated to the contrary, the word "automobile" means a land motor vehicle or trailer as follows:

(1) OWNED AUTOMOBILE. An automobile owned by the named insured;

(2) HIRED AUTOMOBILE. An automobile used under contract in behalf of, or loaned to, the named insured provided such automobile is not owned by or registered in the name of (a) the named insured or (b) an executive officer thereof or (c) an employee or agent of the named insured who is granted an operating allowance of any sort for the use of such automobile;

(3) NON-OWNED AUTOMOBILE. Any other automobile.

The following described equipment shall be deemed an automobile while towed by or carried on an automobile not so described, but not otherwise: if of the crawler-type, any tractor, power line or shovel, ditch or trench digger; any farm-type tractor; any concrete mixer other than of mix-in transit type, any grader, scraper, roller or farm implement; and, if not subject to vehicle registration, any other equipment not specified below, which is designed for use principally off public roads.

The following described equipment shall be deemed an automobile while towed by or carried on an automobile as above defined solely for purposes of transportation or while being operated solely for locomotion, but not otherwise: if of the non-crawler type, any power crane or shovel, ditch or trench digger; and any air-compressing, building or vacuum cleaning, spraying or drilling equipment or well drilling machinery.

SEMITRAILER. The word "trailer" includes semitrailer.

PRIVATE PASSENGER AUTOMOBILE. The term "private passenger automobile" means a private passenger, station wagon or jeep type automobile, and also includes any automobile the purposes of use of which are stated in the declarations as "pleasure and business".

TWO OR MORE AUTOMOBILES. The terms of this policy apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability.

PURPOSES OF USE. The term "pleasure and business" is defined as personal, pleasure, family and business use. The term "commercial" is defined as use principally in the business occupation of the named insured as stated in the declarations, including occasional use for personal, pleasure, family and other business purposes. Use of an automobile includes the loading and unloading thereof.

PRODUCTS-COMPLETED OPERATIONS HAZARD. The term "products hazard" means

1) Goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, if the occurrence happens after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name and if such occurrence happens away from premises owned, rented or con-

trolled by the named insured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

(2) Operations, if the occurrence happens after such operations have been completed or abandoned and happens away from premises owned, rented or controlled by the named insured; provided—operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further, the following shall not be deemed to be "operations" within the meaning of this paragraph: (i) pick-up or delivery, except from or onto a railroad car, (ii) the maintenance of vehicles owned or used by or in behalf of the insured, (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

(h) PERSONAL INJURY. The words "personal injury" mean bodily injury, sickness, disease, or if arising out of the foregoing, mental anguish and mental injury;

(i) OCCURRENCE. The word "occurrence" as used in this policy shall mean either an accident of a continuous or repeated exposure to conditions which result during the policy period in personal injury, including death at any time resulting therefrom, or injury to or destruction of tangible property, including the loss of use thereof, which is accidentally caused. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

4. LIMITS OF LIABILITY. COVERAGES A and B. The limit of personal injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of personal injury, including death at any time resulting therefrom, sustained by one person in any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all damages, including damages for care and loss of services, arising out of personal injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons as the result of any one occurrence.

5. LIMITS OF LIABILITY. COVERAGES C and D. The limit of property damage liability stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence.

6. LIMITS OF LIABILITY. PRODUCTS. COVERAGES B and D. Subject to the limit of liability with respect to "each occurrence", the limits of personal injury liability and property damage liability stated in the declarations as "aggregate products" are respectively the total limits of the company's liability for all damages arising out of the products hazard. All such damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under his name shall be considered as arising out of one occurrence.

7. LIMITS OF LIABILITY. COVERAGE D. Subject to the limit of liability with respect to "each occurrence", the limit of property damage liability stated in the declarations as "aggregate operations" is the total limit of the company's liability for all damages arising out of injury to or destruction of tangible property, including the loss of use thereof, caused by the ownership, maintenance or use of premises or operations rated upon a remuneration premium basis or by contractors' equipment rated on a receipts premium basis.

Subject to the limit of liability with respect to "each occurrence", the limit of property damage liability stated in the declaration as "aggregate protective" is the total limit of the company's liability for all damages arising out of injury to or destruction of tangible property, including the loss of use thereof, caused by operations performed for the named insured by independent contractors or omissions or supervisory acts of the insured in connection therewith, except maintenance or ordinary alterations and repairs on premises owned or rented by the named insured.

Subject to the limit of liability with respect to "each occurrence", the limit of property damage liability stated in the declarations as "aggregate contractual" is the total limit of the company's liability for all damages arising out of injury to or destruction of tangible property, including the loss of use thereof, with respect to each contract.

The limits of property damage liability stated in the declarations as "aggregate operations", "aggregate protective" and "aggregate contractual" apply separately to each project with

respect to operations being performed away from premises... d by or rented to the named insured.

8. SEVERABILITY OF INTERESTS. The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

9. FINANCIAL RESPONSIBILITY LAWS. COVERAGES A and C. When this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law which shall be applicable with respect to any such liability arising out of the ownership, maintenance or use during this policy period of any automobile insured hereunder, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

10. NOTICE TO THE COMPANY. In the event of personal injury, death, injury to or destruction of property, written notice shall be given by or on behalf of the insured to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of such injury, the names and addresses of the injured and of available witnesses.

11. NOTICE OF CLAIM OR SUIT. If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

12. ASSISTANCE AND COOPERATION OF THE INSURED. The insured shall cooperate with the company and, upon the company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of injury.

13. ACTION AGAINST COMPANY. No action shall lie against the company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the company as a codefendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

14. OTHER INSURANCE. If the insured has other insurance against a loss covered by this policy the company shall not be liable under this policy for a greater proportion of such loss than the applicable limit stated in the declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss; provided, however, the insurance under this policy with respect to any hired automobile or any non-owned automobile shall be excess insurance over any other valid and collectible insurance available to the insured, either as an insured under a policy applicable with respect to such automobile or otherwise.

All insurance under this policy shall be excess insurance with respect to loss against which the named insured has other insurance disclosed to the company as in effect on the effective

date of this policy and the basis of which premium credit for other insurance is given shall apply only in the limit by which the applicable limit of liability stated in the declarations exceeds the total applicable limits of liability of all valid and collectible insurance upon the basis of which premium credit is given.

15. SUBROGATION. In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization; the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

16. THREE YEAR POLICY. A policy period of three years is comprised of three consecutive annual periods. Rates for hazards are subject to amendment for the second and third annual periods in accordance with the company's rules and rating plans. Amended rates shall be stated by endorsement issued to form a part of the policy. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

17. CHANGES. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

18. ASSIGNMENT. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, this policy shall cover (1) the named insured's legal representative as the named insured, and (2) under Coverage A and C, subject otherwise to the provisions of Insuring Agreement III, any person having temporary custody of any owned automobile or hired automobile, as an insured, until the termination and qualification of such legal representative; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in the policy shall be sufficient notice to effect cancellation of this policy.

19. CANCELATION. This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of earned premium is not a condition of cancellation.

20. JOINT INSURED. If more than one insured is covered under this policy, the first named insured shall act for itself and for each and all of the insureds for all purposes of this policy. If the first named insured ceases for any reason to be covered under this policy, then the insured next named shall thereafter be considered as the first named insured for all the purposes of this policy.

21. DECLARATIONS. By acceptance of this policy the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the AGRICULTURAL INSURANCE COMPANY OF WATERTOWN, NEW YORK has executed and attested these presents, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.


SECRETARY

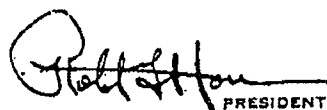
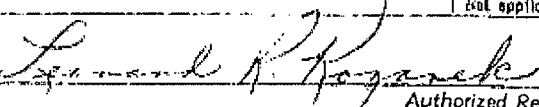

PRESIDENT

Exhibit B

Part(s) with "Policy Provisions-Part C" Document Page 44 of 64
completes the below numbered:AUDIT BASIS
ANNUALGENERAL—AUTOMOBILE
LIABILITY POLICYXX AGRICULTURAL INSURANCE CO.
[] AMERICAN EMPIRE INS. CO.COVERAGE is provided
in Company Checked

Item	DECLARATIONS	POLICY NUMBER	3GA 26 24 22																																																																																																																																																															
1.	<p>Named Insured</p> <p>DIocese of Duluth and Churches Named on Certificates</p> <p>ADDRESS: (Number & Street, Town, County, State & Zip No.)</p>																																																																																																																																																																	
2.	<p>Policy Period: 12:01 A.M. STANDARD TIME AT OFFICE ADDRESS OF THE NAMED INSURED AS DATED HEREIN From</p> <p>REPRESENTATIVE: Agent or Broker Office Address Town and State</p>	<p>FEBRUARY 1, 1967 To FEBRUARY 1, 1970</p> <p>F.I. SALTER AGENCY, INC. 812 ALWORTH BUILDING DULUTH, MINNESOTA 55802</p>																																																																																																																																																																
<p>AGRICULTURAL INSURANCE CO. HOME OFFICE 215 WASHINGTON STREET WATERTOWN, NEW YORK 13601</p> <p>AMERICAN EMPIRE INS. CO. BUSINESS OFFICE 215 WASHINGTON STREET WATERTOWN, NEW YORK 13601</p>																																																																																																																																																																		
3.	<p>The insurance afforded is only with respect to such of the following Parts designated by an "X" in [] and Coverages therein as are indicated by specific premium charge or charges. 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Property Damage Liability	XXXXXX	\$ 5,000.	\$ 25,000.		Premises Medical Payments Insurance	XX				Comprehensive Personal Insurance	[]				Farmer's Comprehensive Personal Insurance	[]				Personal Liability	XXXXXX	\$	XXXXXX		Personal Medical Payments	\$	XXXXXX	\$		Physical Damage to Property	XXXXXX	\$	XXXXXX		(Applicable to Farmer's Comprehensive Personal Insurance only) Animal Collision			Market value not exceeding \$300 each animal		Comprehensive Automobile Liability Insurance	XX				EMPLOYERS NON-OWNERSHIP ONLY					Bodily Injury Liability	\$ 50,000.00	\$ 100,000.00			Property Damage Liability	XXXXXX	\$ 5,000.00			Automobile Medical Payments Insurance	[]				Uninsured Motorists Insurance	[]				Garage Insurance	[]				Automobile Physical Damage Insurance (Non-Fleet)	[]				Automobile Physical Damage Insurance (Fleet Automobile)	[]				Endorsements and Additional Coverage Parts #	26620-26628-26626-24369-L9141-32637B			(IDENTIFY BY FORM NUMBERS)					If Policy Period more than one year and the premium is to be paid in installments, premium is payable: On effective date of policy \$					Audit Period: Annual, unless otherwise stated.**					4.	<p>The named insured is: individual [] partnership [] corporation [XXXX] joint venture [] other []</p>				5.	<p>During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:**</p>				**ABSENCE OF AN ENTRY MEANS "NO EXCEPTION"				
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Countersigned by



Authorized Representative



AGRICULTURAL INSURANCE CO.
AMERICAN EMPIRE INS. CO.
ST. LOUIS, MO.

CERTIFICATE # 1 - DIOCESE OF DULUTH

General—Automobile Liability Policy No. 36A 262422

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises — Operations 215-19 WEST 4TH STREET, DULUTH, MINN. BUILDINGS OR PREMISES - BANK OR OFFICE N.O.C.	0122	5760	.716	.020	41.00	1.00
GYMNASIUM	03218	1			41.00	1.00
MEDICAL					16.00	
HOWARD GNESEN ROAD CEMETERIES - INCLUDING ALL BUILDINGS ON THE PROPERTY EXCEPT PRIVATE RESIDENCES.	0348	70	.524	.024	37.00 7.00	2.00
MEDICAL						
N $\frac{1}{2}$ OF NW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SEC. 3, TWP. 50, N RGE. 14 & THE NE $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SEC. 3, TWP. 50, N., RGE. 14, ST. LOUIS COUNTY, MINN. - VACANT LAND IN HARTLEY FIELD DULUTH. REAL ESTATE DEVELOPMENT PROPERTY	0342	52 ACRES				
		1ST 10	3.00	.750	30.00	8.00
		NEXT 15	1.53	.375	23.00	6.00
		NEXT 25	.765	.188	19.00	5.00
		NEXT 2	.408	.094	1.00	INCL.
MEDICAL					15.00	
605-611 No. CENTRAL AVENUE, DULUTH, MINN. YOUTH CENTER - RATED AS: Y.M.C.A. AND Y.W.C.A. INSTITUTIONS - EXCLUDING AUTOMOBILE SCHOOLS-EXCLUDING GOODS OR PRODUCTS MANUFACTURED, SOLD, HANDLES OR DISTRIBUTED BY THE NAMED INSURED OR BY OTHERS TRADING UNDER HIS NAME AFTER POSSESSION OF SUCH GOODS OR PRODUCTS HAS BEEN RELINQUISHED TO OTHERS BY THE NAMED INSURED OR BY OTHERS TRADING UNDER HIS NAME.	0162	3150	.927	.013	29.00	4.00
MEDICAL					20.00	
SWIMMING POOL	03328	1			54.00	1.00
MEDICAL					9.00	
PARKING LOT AT REAR OF YOUTH CENTER					INCL.	INCL.
PRIVATE RESIDENCES - N.O.C.	0770	1			5.00	INCL.
ADDITIONAL RESIDENCE - UMDM CAMPUS					1.00	
MEDICAL						
Total Advance B.I. and P.D. Premiums					CONTINUED	

SCH

GENERAL LIABILITY SCHEDULE 64

AGRICULTURAL INSURANCE CO.

AMERICAN EMPIRE INS. CO.
of South Dakota

CERTIFICATE # 1 CONTINUED

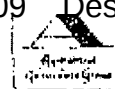
General—Automobile Liability Policy No. 3GA 262422

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises -- Operations PARKING RAMP AT REAR OF THE CHANCERY OFFICE.		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per \$100 of Remuneration		INCL.	INCL.
2215 E. 2ND STREET, DULUTH, MINNESOTA BISHOP'S RESIDENCE RATED AS: PRIVATE RESIDENCES - WITH INCIDENTAL OFFICE, PROFESSIONAL, PRIVATE SCHOOL OR STUDIO OCCUPANCY BY AN INSURED.	0773B	1			9.00 1.00	1.00
MEDICAL						
REAR OF 2215 E. 2ND STREET, DULUTH, MINN. CARETAKER RESIDENCE AND GARAGE RATED AS: PRIVATE RESIDENCES-N.O.C.	0770	1			5.00 1.00	INCL.
MEDICAL						
* AUTOMOBILE -					364.00	29.00
EMPLOYERS NON-OWNERSHIP - CLASS F CLASS H		4 IF ANY	3.90 .221	1.50 .100	16.00	6.00
					16.00	6.00
TOTAL ANNUAL PREMIUM - \$ 415.00						
TOTAL 3 YR. PREMIUM - \$1245.00						
Total Advance B.I. and P.D. Premiums						

SCH



THIS ENDORSEMENT MODIFIES SUCH INSURANCE AS IS AFFORDED BY THE PROVISIONS OF THE POLICY RELATING TO THE FOLLOWING:



COMPREHENSIVE GENERAL LIABILITY INSURANCE

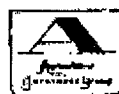
EXCLUSION OF MEDICAL PAYMENTS FOR STUDENTS ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM AT WHICH THIS POLICY IS WRITTEN:

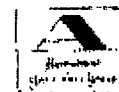
IT IS UNDERSTOOD AND AGREED THAT COVERAGE PROVIDED BY THE "MEDICAL PAYMENTS COVERAGE PART" SHALL NOT APPLY TO OR FOR PUPILS OF THE INSURED WHILE SUCH PUPILS ARE IN OR UPON THE SCHOOL PREMISES;

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE COVERAGE AFFORDED BY THIS POLICY AS RESPECTS THE INSURED'S SCHOOL INCLUDES (A) THE USE OF BICYCLES ON SCHOOL BUSINESS, AND (B) THE TRANSPORTATION HAZARD ON OTHER VEHICLES, INCLUDING WATERCRAFT, NOT OWNED OR HIRED BY OR FOR THE INSURED, ANY MEMBER OF THE TEACHING, SUPERVISING OR ADMINISTRATIVE STAFF, OFFICER OR EMPLOYEE OF THE INSURED;

IT IS FURTHER UNDERSTOOD AND AGREED THAT NO COVERAGE IS AFFORDED BY THIS POLICY FOR CLAIMS DUE TO THE RENDERING OF ANY PROFESSIONAL SERVICE OR OMISSION THEREOF.



ENDORSEMENT



IT IS HEREBY UNDERSTOOD AND AGREED THAT NO INSURANCE IS AFFORDED BY THIS POLICY AS RESPECTS ANY PARISH WITHIN THE ROMAN CATHOLIC DIOCESE OF DULUTH UNLESS SUCH PARISH IS SPECIFICALLY DESCRIBED IN A SCHEDULE FORMING A PART OF THIS POLICY.

SUBJECT IN ALL OTHER RESPECTS TO THE LIMITS OF LIABILITY, EXCLUSIONS AND OTHER CONDITIONS OF THE POLICY. THIS ENDORSEMENT SHALL TAKE EFFECT ON THE INCEPTION DATE OF THE POLICY TO WHICH IT IS ATTACHED UNLESS OTHERWISE STATED BELOW. THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED:

ISSUED TO _____ OF _____
EFFECTIVE DATE OF THIS ENDORSEMENT _____
COUNTERSIGNED AT _____ AGENT _____
OF THE _____ (INSERT NAME OF COMPANY)

ENDORSEMENT NO. _____

POLICY NO. 3GA 262422

AUTHORIZED REPRESENTATIVE _____

1/30/67

DIOCESE OF DULUTH, 215 West 4th Street, Duluth, Minnesota

PREMIUM BREAKDOWN

CHANCERY:

120 West 4th Street (Chm)	450.00 <i>act</i>
215-219 West 4th Street	72.00 <i>admission</i>
Vacant Land - Hartley Field	107.00 <i>5th</i>

CEMETERY:

Howard Gnesen Road	46.00
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YOUTH CENTER:

605-11 North Central Avenue	117.00
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RESIDENCE:

UMD Campus	6.00 <i>A+E</i>
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BISHOP'S RESIDENCE:

2215 East 2nd Street	11.00
Rear 2215 East 2nd Street	<u>6.00</u> <i>Donation</i>

Total	415.00
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AGRICULTURAL INSURANCE CO.

AMERICAN EMPIRE INS. CO.
41 South Dakota

SCHEDULE

General—Automobile Liability Policy No. 3GA

COVERAGE		ADVANCE PREMIUM
(a) Premises and operations	See attached certificates	\$
(b) Elevators		\$
(c) Sports activities		\$
Total Advance Premium		\$

I. COVERAGE E—PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

Exclusions

This insurance does not apply:

(a) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of any elevator unless a premium charge is entered for elevators in the policy with respect to Premises Medical Payments Coverage;
- (2) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (i) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
 - (ii) any other automobile or aircraft operated by any person in the course of his employment by the named insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to the named insured;

- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury occurs away from the insured premises; or
- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(b) to bodily injury

- (1) included within the completed operations hazard or the products hazard;
 - (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
 - (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person; but this exclusion (b) (3) applies only if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or is an owner or lessor of premises used for such purposes;
 - (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (c) to bodily injury
- (1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
 - (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant

If the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;
- (d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

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LIABILITY

B 304

L 9141
(Ed. 7-66)

EXCLUSION

(Completed Operations Hazard and Products Hazard)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE

F:

This endorsement, effective

(12:01 A. M., standard time)

, forms a part of policy No.

issued to

by


Authorized Representative

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

[AUTHENTIC]



ENDORSEMENT

GENERAL LIABILITY ADVANCE PREMIUM: \$337.17
FIRST AND SECOND INSTALLMENT: \$337.17
AUTOMOBILE PORTION TO BE RATED ANNUALLY.

SUBJECT IN ALL OTHER RESPECTS TO THE LIMITS OF LIABILITY, EXCLUSIONS AND OTHER CONDITIONS OF THE POLICY. THIS ENDORSEMENT SHALL TAKE EFFECT ON THE INCEPTION DATE OF THE POLICY TO WHICH IT IS ATTACHED UNLESS OTHERWISE STATED BELOW. THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED:

ENDORSEMENT NO. CERT. #1

ISSUED TO _____ OF _____

EFFECTIVE DATE OF THIS ENDORSEMENT _____

POLICY NO. _____

COUNTERSIGNED AT _____

AGENT _____

OF THE _____

(INSERT NAME OF COMPANY)

FORM 32537B 8-63

AGRICULTURAL INSURANCE GROUP

Home Office, Watertown, New York

Western Division, St. Paul 14, Minnesota

James A. Krasch
AUTHORIZED REPRESENTATIVE

Exhibit C

Part Two. This Declaration page and Cover Document EXPIRED PAGE 53 of 64
 Part(s) with "Policy Provisions-Part One" completes the below numbered

3GA262422

AUDIT BASIS

Annual

GENERAL—AUTOMOBILE LIABILITY POLICY

☒ AGRICULTURAL INSURANCE CO.
☐ AMERICAN EMPIRE INS. CO.
of South Dakota

COVERAGE is provided
 in Company Checked

Item	DECLARATIONS	POLICY NUMBER	3GA 29 96 59
1.	<p><i>Named Insured</i></p> <p>DIOCESE OF DULUTH AND CHURCHES NAMED ON CERTIFICATES</p> <p>ADDRESS: (Number & Street, Town, County, State & Zip No.)</p>		
2.	<p>Policy Period: 12:01 A. M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN. From: February 1, 1970 To: February 1, 1973</p> <p>REPRESENTATIVE: Agent or Broker F. I. Salter Agency, Inc. Office Address 812 Alworth Building Town and State Duluth, Minnesota 171900</p>		

AGRICULTURAL INSURANCE CO.



AMERICAN EMPIRE INS. CO.

SIoux FALLS, S. D. of South Dakota

HOME OFFICE
 215 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601

BUSINESS OFFICE
 215 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601

3. The insurance afforded is only with respect to such of the following Parts designated by an "X" in ☒ and Coverages therein as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

	LIMITS OF LIABILITY			ADVANCE PREMIUM
	EACH PERSON	EACH OCCURRENCE	AGGREGATE	
Comprehensive General Liability Insurance	<input checked="" type="checkbox"/>			
Owners', Landlords' and Tenants' Liability Insurance	<input type="checkbox"/>			
Manufacturers' and Contractors' Liability Insurance	<input type="checkbox"/>			
Contractual Liability Insurance	<input type="checkbox"/>			
Completed Operations and Products Liability Insurance ..	<input type="checkbox"/>			
Bodily Injury Liability	\$ 50,000.	\$ 100,000.	\$ 100,000.	\$
Property Damage Liability	XXXXXX	\$ 5,000.	\$ 25,000.	\$
Premises Medical Payments Insurance	<input checked="" type="checkbox"/>	\$ 250.	\$ 10,000.	\$
Comprehensive Personal Insurance	<input type="checkbox"/>			
Farmer's Comprehensive Personal Insurance	<input type="checkbox"/>			
Personal Liability	XXXXXX	\$	XXXXXX	\$
Personal Medical Payments	\$	XXXXXX	\$	\$
Physical Damage to Property	XXXXXX	\$	XXXXXX	\$
(Applicable to Farmer's Comprehensive Personal Insurance only) Animal Collision	Market value not exceeding \$300 each animal			\$
Comprehensive Automobile Liability Insurance	<input checked="" type="checkbox"/>			
Bodily Injury Liability	\$ 50,000.	\$ 100,000.		\$
Property Damage Liability	XXXXXX	\$ 5,000.		\$
Automobile Medical Payments Insurance	<input type="checkbox"/>	\$	XXXXXX	\$
Uninsured Motorists Insurance	<input type="checkbox"/>	\$		\$
Garage Insurance	<input type="checkbox"/>	See Coverage Part for Limits of Liability		\$
Automobile Physical Damage Insurance (Non-Fleet)	<input type="checkbox"/>	See Coverage Part for Limits of Liability		\$
Automobile Physical Damage Insurance (Fleet Automatic) ..	<input type="checkbox"/>	See Coverage Part for Limits of Liability		\$
Endorsements and Additional Coverage Parts # 26620 - 26626 - 26628 - GU6831 - L9141				\$
(IDENTIFY BY FORM NUMBERS)				\$
if Policy Period more than one year and the premium is to be paid in installments, premium is payable: On effective date of policy \$				\$
Audit Period: Annual, unless otherwise stated.**				\$
4. The named insured is: individual partnership corporation XX joint venture other				\$
5. During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein.**				\$
**ABSENCE OF AN ENTRY MEANS "NO EXCEPTION".				\$

Countersigned By

General R. K. Kowalski

Authorized Representative



AGRICULTURAL INSURANCE CO.

AMERICAN EMPIRE INS. CO.
OF SEATTLE, WASH.

CERTIFICATE NO.1 - DIOCESE OF DULUTH

General—Automobile Liability Policy No. 36A 299659

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises — Operations		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per \$100 of Remuneration			
215-19 West 4th Street, Duluth, Minn. Buildings or Premises - bank or office N.O.C. Medical #0122		5760'	.881	.020	41.00 6.00	1.00
826 West Third St., Duluth, Minn. Buildings or Premises - Bank or office - N.O.C. Medical #0122		4750'	.881	.020	51.00 7.	1.00
Vacant Land - excluding real estate development property. Medical #0903			.014	.003	2.00 mp. incl.	1.00
Howard Gnassen Road Cemeteries - including all buildings on the property except private residences. Medical #0348		70	.817	.024	57.00 8.00	2.00
N½ of NW 1/4 of SE 1/4 of Sec.3, Twsp. 50, N Rge, 14 & the NE 1/4 of SE 1/4 of Sec. 3, Twsp. 50, N., Rge.14, St.Louis County, Minn. - Vacant land in Hartley Field, Duluth. Real Estate Development property. #0342		52 acres				
First 10 acres			3.00	.75	30.00	8.00
next 15 "			1.53	.375	23.00	6.00
next 25 "			.765	.188	19.00	5.00
next 2 "			.408	.094	1.00	incl.
Medical					11.00	
605-611 No. Central Avenue, Duluth, Minn. Youth Center - rated as: Y.M.C.A. and Y.W.C.A. Institutions- excluding auto- mobile schools-excluding goods or products manufactured, sold, handled, or distributed by the named insured or by others trading under his name after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name. Medical #0162		3150'	1.102	.013	35.00 25.00 m.p.	3.00 m.p.
Swimming Pool Medical #0332s		1			61.00 8.00	1.00
Total Advance B.I. and P.D. Premiums						

SCH



AGRICULTURAL INSURANCE CO.

AMERICAN EMPIRE INS. CO.
of South Dakota

General—Automobile Liability Policy No. 3GA

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises — Operations		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per \$100 of Remuneration			
Parking lot at rear of Yough Center					incl.	incl.
Private Residence N.O.C. # 0770	1				6.00	incl.
UNDM Campus					1.00	
Medical						
Parking ramp at rear of the Chancery office					incl.	incl.
2215 E. 2nd Street, Duluth, Minnesota						
Bishop's Residence rated as:						
Private residences - with incidental office, professional, private school or studio occupancy by an insured.						
# 0773b	1				10.00	1.00
Medical					1.	
Rear of 2215 E. 2nd Street, Duluth, Minn.						
Caretaker Residence and Garage rated as: Private residence N.O.C. # 0770					6.00	incl.
Medical					1.00	
					410.00	29.00
AUTOMOBILE						
Employers Non-ownership - class I	4		6.50	3.00	26.00	12.00
class II	if any		.221	.10		
Total Annual Premium \$477.00						
Total Advance B.I. and P.D. Premiums						



AGRICULTURAL INSURANCE CO.

AMERICAN EMPIRE INS. CO.

41 South Dakota

SCHEDULE

General—Automobile Liability Policy No. 3GA

COVERAGE		ADVANCE PREMIUM
(a) Premises and operations	See attached certificates	\$
(b) Elevators		\$
(c) Sports activities		\$
Total Advance Premium		\$

I. COVERAGE E—PREMISES MEDICAL PAYMENTS

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under this policy.

Exclusions

This insurance does not apply:

(a) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of any elevator unless a premium charge is entered for elevators in the policy with respect to Premises Medical Payments Coverage;
- (2) arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (i) any automobile or aircraft owned or operated by or rented or loaned to the named insured, or
 - (ii) any other automobile or aircraft operated by any person in the course of his employment by the named insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to the named insured;

- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the bodily injury occurs away from the insured premises; or
- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(b) to bodily injury

- (1) included within the completed operations hazard or the products hazard;
 - (2) arising out of operations performed for the named insured by independent contractors other than (i) maintenance and repair of the insured premises or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
 - (3) resulting from the selling, serving or giving of any alcoholic beverage (i) in violation of any statute, ordinance or regulation, (ii) to a minor, (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person; but this exclusion (b) (3) applies only if the named insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or is an owner or lessor of premises used for such purposes;
 - (4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (c) to bodily injury
- (1) to the named insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
 - (2) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant

if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;

- (3) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (4) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest unless a premium charge is entered for sport activities in the policy with respect to Premises Medical Payments Coverage;
- (d) to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

II. LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage stated in the declarations as applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the declarations as applicable to "each accident".

When more than one medical payments coverage afforded by this policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

III. ADDITIONAL DEFINITIONS

When used in reference to this insurance (including endorsements forming a part of the policy):

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

IV. POLICY PERIOD; TERRITORY

This insurance applies only to accidents which occur during the policy period within the United States of America, its territories or possessions, or Canada.

V. ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

PM



This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

EXCLUSION OF MEDICAL PAYMENTS FOR STUDENTS ENDORSEMENT

In consideration of the premium at which this policy is written:

It is understood and agreed that coverage provided by the "Medical Payments Coverage Part" shall not apply to or for pupils of the insured while such pupils are in or upon the school premises:

It is further understood and agreed that the coverage afforded by this policy as respects the insured's school includes (A) the use of bicycles on school business, and (B) the transportation hazard on other vehicles, including watercraft, not owned or hired by or for the insured, any member of the teaching, supervising or administrative staff, officer or employee of the insured:

It is further understood and agreed that no coverage is afforded by this policy for claims due to the rendering of any professional service or omission thereof.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

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LIABILITY

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(Ed. 7-66)

EXCLUSION

(Completed Operations Hazard and Products Hazard)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

F:

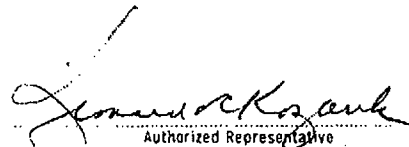
This endorsement, effective

(12:01 A. M., standard time)

, forms a part of policy No.

issued to

by


Authorized Representative

It is agreed that such insurance as is afforded by the Bodily Injury Liability Coverage and the Property Damage Liability Coverage does not apply to bodily injury or property damage included within the Completed Operations Hazard or the Products Hazard.

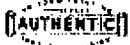


Exhibit D

CASUALTY POLICY

COVERAGE IS PROVIDED IN COMPANY CHECKED

- ☒ **AMERICAN EMPIRE INSURANCE COMPANY**
☐ **AMERICAN CONTINENTAL INSURANCE COMPANY**
☐ **AGRICULTURAL INSURANCE COMPANY**

Item	DECLARATIONS	POLICY NUMBER
1.	<p><i>Named Insured</i></p> <p>ADDRESS: (Number & Street, Town, County, State & Zip No.)</p>	4GA 12 60 79
2.	<p>Policy Period: 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN From: 2-1-73 To: 2-1-76</p> <p>Agency Code: Agent or Broker: F. I. Salter Agency Inc. Office Address: 812 Alworth Bldg. Town and State: Duluth, Mn. 55802</p>	



3. The insurance afforded is only with respect to such of the following Parts designated by an "X" in <input checked="" type="checkbox"/> and Coverages therein as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy, having reference thereto.				
Comprehensive General Liability Insurance	<input checked="" type="checkbox"/>	LIMITS OF LIABILITY		ADVANCE PREMIUM
Owners', Landlords' and Tenants' Liability Insurance	<input type="checkbox"/>			
Manufacturers' and Contractors' Liability Insurance	<input type="checkbox"/>			
Contractual Liability Insurance	<input type="checkbox"/>			
Completed Operations and Products Liability Insurance	<input type="checkbox"/>			
Bodily Injury Liability		EACH OCCURRENCE	AGGREGATE	
Property Damage Liability		\$ 300,000.	\$ 300,000.	\$
		\$ 25,000.	\$ 25,000.	\$
Premises Medical Payments Insurance	<input checked="" type="checkbox"/>	EACH PERSON	EACH ACCIDENT	
		\$ 250.	\$ 10,000.	\$ Included
Personal Injury Liability Insurance	<input type="checkbox"/>	EACH PERSON AGGREGATE	GENERAL AGGREGATE	
Comprehensive Personal Insurance	<input type="checkbox"/>	\$	\$	\$
Farmer's Comprehensive Personal Insurance	<input type="checkbox"/>	EACH PERSON	EACH OCCURRENCE	EACH ACCIDENT
Personal Liability		XXXXXX	\$	XXXXXX
Personal Medical Payments		\$	XXXXXX	\$
Physical Damage to Property		XXXXXX	\$	XXXXXX
(Applicable to Farmer's Comprehensive Personal Insurance only) Animal Collision		Market value not exceeding \$300 each animal		\$
Comprehensive Automobile Liability Insurance	<input checked="" type="checkbox"/>	EACH PERSON	EACH OCCURRENCE	
Bodily Injury Liability		\$ 100,000.	\$ 300,000.	\$ Included
Property Damage Liability		XXXXXX	\$ 25,000.	\$ Included
Automobile Medical Payments Insurance	<input type="checkbox"/>	EACH PERSON	EACH ACCIDENT	
Uninsured Motorists Insurance	<input type="checkbox"/>	\$	XXXXXX	\$
Garage Insurance	<input type="checkbox"/>	See Coverage Part for Limits of Liability		\$
Automobile Physical Damage Insurance (Non-Fleet)	<input type="checkbox"/>	See Coverage Part for Limits of Liability		\$
Automobile Physical Damage Insurance (Fleet Automatic)	<input type="checkbox"/>	See Coverage Part for Limits of Liability		\$
Schedule Automobile Liability Insurance	<input type="checkbox"/>	See Coverage Part for Limits of Liability		\$
Endorsements and Additional Coverage Parts #		L9259; GU9490, AL9584; L9479		
(IDENTIFY BY FORM NUMBERS)		26674		\$
* If Policy Period more than one year and the premium is to be paid in installments, premium is payable: On effective date of policy \$			Total Advance Premium	\$
Audit Period: Annual, unless otherwise stated.**			1st Anniversary \$ to be det	2nd Anniversary \$ to be determin
4.	The named insured is: individual	partnership	corporation	
	joint venture	other	Church	
5.	During the past three years no insurer has cancelled insurance, issued to the named insured, similar to that afforded hereunder, unless otherwise stated herein:**			
** ABSENCE OF AN ENTRY MEANS "NO EXCEPTION".				

[Signature]

CERTIFICATE NO. 1 - DIOCESE OF DULUTH

General—Automobile Liability Policy No. 36A

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises — Operations		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per \$100 of Remuneration			
215-19 West 4th Street, Duluth, Minn. Buildings or Premises-bank or office N.O.C. Medical	0122	5760'	.964	.023	56. 8.	1.
826 West Third St., Duluth, Minnesota Buildings or Premises-Bank or office N.O.C. Medical	0122	4750'	.964	.023	46. 6.	1.
Vacant Land-excluding real estate development property Medical	0903		.016	.004	2. MP Incl.	1.
1312 Howard Gnesen Road (Calvary) Cemeteries-including all buildings on the property except private residences. Medical	0348	70	.884	.028	62. 8.	2.
N 1/2 of NW 1/4 of SE 1/4 of Sec. 3, Twp 50, N.Rge. 14 & the NE 1/4 of SE 1/4 of Sec. 3, Twp. 50, N. Rge.14, St. Louis County, Minn.-Vacant land in Hartley Field, Duluth. Real Estate Development property.	0342	52 acres				
First 10 acres			3.321	.870	33.	9.
next 15 acres			1.660	.435	25.	7.
next 25 acres			.831	.218	21.	5.
next 2 acres			.443	.109	1. 9.	1.
Medical						
605-611 No. Central Ave., Duluth, Minn. Youth Center-rated as: Y.M.C.A. and Y.W.C.A. Institutions-excluding auto- mobile schools-excluding goods or products manufactured, sold, handled, or distributed by the named insured or by others trading under his name after possession of such goods or products has been relinquished to others by the named insured or by others trading under his name. Medical	0162	3150'	1.205	.015	38. 19.	12.
Swimming Pool Medical	0332s	1			68. 8.	1.
Total Advance B.I. and P.D. Premiums						

General—Automobile Liability Policy No. 3GA

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises — Operations		(a) Area (sq. ft.) (b) Frontage (c) Remuneration	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per \$100 of Remuneration			
Parking lot at rear of Youth Center					Incl.	Incl.
Private Residence N.O.C. UMDM Campus Medical	0770	1	5.944	.392	6. 1.	1.
Parking ramp at rear of the Chancery office					Incl.	Incl.
2215 E. 2nd Street, Duluth, Minnesota Bishop's Residence rated as: Private residences-with incidental office, professional, private school or studio occupancy by an insured	0773b	1	10.844	.783	11. 1.	1.
Rear of 2215 E. 2nd Street, Duluth, Minn. Caretaker Residence and Garage rated as: Private residence N.O.C. Medical	0770	1	5.944	.392	6. 1.	1.
Products Churches	7171	Flat Chg.	6.025	2.475	6. 442.	2. 45. Total
AUTOMOBILE						
Employers Non-ownership-Class I Class II		4 If any	6.705 .257	3.78 .108	27.	11.
Total Advance B.I. and P.D. Premiums					469.	56.

LIABILITY

0618
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L 8478
(Ed. 7-73)

CALCULATION OF PREMIUM—THREE YEAR POLICIES

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
COMPREHENSIVE GENERAL LIABILITY INSURANCE
COMPREHENSIVE PERSONAL INSURANCE
CONTRACTUAL LIABILITY INSURANCE
DRUGGISTS' LIABILITY INSURANCE
ELEVATOR COLLISION INSURANCE
FARMER'S COMPREHENSIVE PERSONAL INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE
STOREKEEPER'S INSURANCE**

This endorsement, effective

(12:01 A. M., standard time)

forms a part of policy No.

issued to

by

Authorized Representative

It is agreed that, if the premium for the three year period is not paid in advance, the premium shall be determined on the basis of the rates in effect at the inception of each year of the policy.

Exhibit E

144-9330

F. I. SALTER AGENCY, INC.

ALWORTH BUILDING

PROPERTY MANAGEMENT • MORTGAGE LOANS • REAL ESTATE • INSURANCE • BONDS

DULUTH, MINN 55802

INSURED — Diocese of Duluth

ADDRESS — 215 West 4th Street

— Duluth, Minnesota 55806

DATE 7/6/73

EFFECTIVE 2/1/73

TERM 3 yrs(1st inst.) EXPIRATION 2/1/74

COMPANY	POLICY NO.	COVERAGE	AMOUNT	PREMIUM
Am. Empire	4GA-126079 (Cert. #1)	Comprehensive General Liability, cancelled 4/24/73		\$410.00

A-123 **CREDIT MEMO** YOUR ACCOUNT HAS BEEN CREDITED FOR THE ABOVE AMOUNT. PLEASE TAKE INTO CONSIDERATION IN THE PAYMENT OF YOUR ACCOUNT. IF YOU WISH CHECK TO BALANCE, KINDLY ADVISE.

BLANK ENDORSEMENT

IN CONSIDERATION OF THE ~~RECEIVED~~ RETURN PREMIUM OF \$ 410.00 IT IS UNDERSTOOD AND AGREED THAT



Certificate # 1 DIOCESE OF DULUTH, is cancelled effective 4-24-73

SUBJECT IN ALL OTHER RESPECTS TO THE LIMITS OF LIABILITY, EXCLUSIONS AND OTHER CONDITIONS OF THE POLICY. ENDORSEMENT NO. 2
ISSUED TO DIOCESE OF DULUTH & CHURCHES. MARKED ON CERT. Duluth, Minn.
POLICY NO. 4GA 126079 EFFECTIVE DATE 4-24-73 COUNTERSIGNED AT Duluth, Minn.
AGENT F. I. Salter Agency
OF THE American Empire Insurance Company James H. Salter